



January 17, 2023

Memorandum from President Murdaugh

The District Board of Trustees of  
Tallahassee Community College  
444 Appleyard Drive  
Tallahassee, FL 32304

The following meeting Agenda and items requiring approval by the District Board of Trustees is provided for your use at the Tuesday, January 17, 2023 Board Meeting.

The meeting will be held at Tallahassee Community College, 444 Appleyard Drive, Tallahassee, FL 32304.

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads 'Jim Murdaugh'.

Jim Murdaugh, Ph.D.  
President

**Agenda**  
**District Board of Trustees**  
**Tallahassee Community College**  
**444 Appleyard Drive**  
**Tallahassee, FL 32308**  
**Tuesday, January 17, 2023**  
**Business Meeting & Workshop – 2:30 PM**

**CALL TO ORDER**

- i. Moment of Silence
- ii. Pledge of Allegiance

**APPROVAL OF MINUTES**

- 1. November 2022 Minutes  
Approve November Minutes

**COMMENTS**

- i. Board Chair
- ii. Board Members
- iii. President

**INFORMATION AND NEWS ITEMS**

**UNFINISHED BUSINESS**

**PRESENTATIONS**

**NEW BUSINESS**

***Approval of Consent Agenda***

The consent agenda format is an organization process for meetings that allow the governing board to focus their time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

If a trustee has a question or plans to cast a negative vote regarding a specific recommendation, then the trustee/trustees need to acknowledge their intention to the Chair. This action item will be considered in the regular order of business as an individual action item.

Those action items that the trustees plan to approve without further question or discussion will remain on the consent agenda. Upon the final determination of the consent agenda, a motion, second to the motion, and unanimous approval of the Board of Trustees is needed to approve the action items. Upon approval of the consent agenda, the Board of Trustees will proceed with the remainder of the agenda.

- 2. Human Resource Report  
Approve the report as presented.

3. Attorney Invoice – Bryant Miller Olive (October and November 2022)  
Authorize payment of invoices as presented.
4. Sponsored Programs – Provider  
Authorize funding for the awards and contracts as presented.
5. Architect Invoices  
Authorize payment of architectural invoices as presented.

### ***TCC Foundation***

6. TCC Foundation Update  
Presented as an information item only.

### ***Academic Affairs***

7. Additional Dual Enrollment Articulation Agreement with Private School  
Approve the articulation agreement.

### ***Administrative Services***

8. Fund Analysis - December 2022  
Presented as an information item only.
9. Construction Status Report  
Presented as an information item only.
10. Sale of Real Property – 3969 Century Park Circle, North  
Approve the sale of real property as presented.
11. Sale of Real Property 3935 Century Park Circle North  
Approve the sale of real property as presented.
12. Sale of Real Property – 3970 Century Park Circle South  
Approve the sale of real property as presented.
13. RFQ 2022-09 Award Recommendation  
Approve the recommended construction manager at risk, Cook Brothers, Inc., for the TCC Center for Innovation (CFI) Exterior Envelope Improvements project.
14. RFQ 2022-10 Award Recommendation  
Approve the recommended construction manager at risk, Cook Brothers, Inc., for the TCC Center for Innovation (CFI) Stair Tower Improvements project.

15. RFQ 2022-11 Award Recommendation  
Approve the recommended list of Architects as presented.
16. Roof Restoration Mailroom (MR) Bldg. 57  
Approve the attached proposal no. 25-FL-221099 from Garland/DBS, Inc. as presented.
17. Replace Chillers, Pumps and Install VFD's at FPSI Administration Bldg. 4  
Approve the attached proposal no. H7-183136-22-001 from TRANE as presented.
18. Roof Restoration TPP 11, DH 6, AP 3, MLH 4 – Four Bldgs. with One Contiguous Roof  
Approve the attached proposal no. 25-FL-2211200 from Garland/DBS, Inc. as presented.
19. Disposal of Real Property  
Approve the disposal of real property identified as building 16 on TCC's Main Campus Site 1, located at 444 Appleyard Drive, Tallahassee, FL 32304.
20. Spot Survey 2.6  
Approve the attached Educational Plant Spot Survey 2.6.

**PUBLIC COMMENT**

**WORKSHOP**

**PRESIDENT'S REPORT**

**NEXT MEETING DATE**

February 20, 2023

Location: **Ghazvini Center for Healthcare Education**

**ADJOURNMENT**

**Minutes**  
**District Board of Trustees**  
**Center for Innovation**  
**300 West Pensacola Street**  
**Tallahassee, FL 32301**  
**Monday, November 21, 2022**  
**Business Meeting – 2:30 p.m.**

On November 21, 2022, the Tallahassee Community College District Board of Trustees meeting was called to order by Chair Eugene Lamb at 2:30 p.m.

**Members Present:** Chair Lamb, Vice Chair Jonathan Kilpatrick, Trustees Frank Messersmith, Karen Moore, Monte Stevens, and Charlie Ward.

**Absent:** None

**Via phone/Zoom:** None

**Others Present:** President Jim Murdaugh, Dustin Frost, Pam Johnston, Suzi Baugh, Lei Wang, Angela Long, Amanda Clements, Anthony Jones, Heather Mitchell, Candice Grause, Don Herr, Wesley Hardin, Nyla Davis, Renae Tolson, Sheri Rowland, Barbara Wills, Bobby Jones, Calandra Stringer, Craig Knox, Gerald Jones, Amy Bradbury, Kim Moore, Marckus Harden.

**CALL TO ORDER**

Chair Lamb asked everyone to stand for a moment of silence and the pledge of allegiance.

**COMMENTS**

- i. Board Chair Lamb asked if the Trustees had any comments.
- ii. Board Members: Trustee Stevens referenced the Amazon and TCC article in the paper as good news for the development and training program. Trustee Moore said TCC students have gone above and beyond. Trustee Ward attended the Donor Student luncheon and recognized VP Heather Mitchell and her team for doing a great job. Trustee Messersmith enjoyed the President's Leadership Institute held at Wakulla Environmental Institute.
- iii. President Murdaugh Thanked the Trustees that attended the Association of Community College Trustees conference held in New York City in October; announced the College had been recognized as one of the Best and Brightest Places to Work and thanked Dr. Lei Wang, Dr. Angela Long, and Nyla Davis for their work. Thanked Bob Ballard for accommodating PLI. The Forensics Team who had garnered a team award from Phi Rho Pi Nationals for the 22<sup>nd</sup> consecutive year.

**APPROVAL OF MINUTES**

1. October 17, 2022 Meeting  
Approve minutes as presented.

**MOTION:** Trustee Stevens   **SECOND:** Trustee Messersmith  
Motion passed unanimously.

**INFORMATION AND NEWS ITEMS**

VP Candice Grause shared print and online stories about: TCC's latest Fine Arts Gallery Exhibit, 10 Artists, Ltd.; the 11<sup>th</sup> Annual Tallahassee Science Festival; the announcement of who the TCC Foundation's next Cleaver and Cork celebrity chef will be; Vice President Bret Ingerman's contributions to an Educause piece on federal IT policy issues; a feature on Young Actors Theatre season highlighting TCC for a donation of seats from the old Ghazvini Center

auditorium; recognition as a venue sponsor in a feature on Domi's 8<sup>th</sup> annual Startup Week; the announcement we are officially an education partner for Amazon, offering training programs in HVAC, machining and welding; and a feature on a couple moving from Alaska to attend our nursing program.

## **UNFINISHED BUSINESS**

None.

## **PRESENTATIONS**

President Murdaugh recognized Dr. Rowland, and she spoke about November's focus on veterans. Dr. Rowland introduced Pam Johnston, who touted the Richard W. and Karen B. Moore Veterans Success Center, programs at TCC for veterans, and also introduced veteran student Mr. Timothy Sisco. Mr. Sisco thanked the Board for the opportunity to attend TCC and for all the support he has received.

## **NEW BUSINESS**

### ***Approval of Consent Agenda***

2. Human Resource Report  
Approve the report as presented.
3. Sponsored Programs – Provider  
Authorize funding for the awards and contracts as presented.
4. Sponsored Programs – Fiscal Agent  
Authorize funding for the awards and contracts as presented.  
Motion to Approve Consent Agenda.  
**MOTION:** Vice Chair Kilpatrick      **SECOND:** Trustee Moore  
Motion passed unanimously.

### ***TCC Foundation***

5. TCC Foundation Update  
Presented as an information item only.

### ***Academic Affairs***

6. New Baccalaureate Degrees  
Approve the proposed new baccalaureate degree programs.  
**MOTION:** Trustee Stevens      **SECOND:** Trustee Moore  
Motion passed unanimously.
7. Academic Curriculum Changes  
Approve the recommendation for the curriculum changes as attached.  
**MOTION:** Trustee Stevens      **SECOND:** Trustee Ward  
Motion passed unanimously.

### ***Administrative Services***

8. Policy Manual Changes  
Approve revision of College policies as presented.  
**MOTION:** Trustee Stevens      **SECOND:** Vice Chair Kilpatrick  
Motion passed unanimously.
9. Fund Analysis – October 2022  
Presented as an information item only.
10. Banking Services Agreement  
Approve an extension of the current Wells Fargo banking services agreement for a period not to exceed six (6) months.  
**MOTION:** Trustee Moore      **SECOND:** Trustee Ward  
Motion passed unanimously.

11. Construction Status Report  
Presented as an information item only.
12. RFQ 2022—06 Award Recommendation  
Approve the recommended construction manager at risk, Southern Standard Construction LLC, for the TCC Lifetime Sports Complex Interior Renovation Project.  
**MOTION:** Trustee Stevens      **SECOND:** Vice Chair Kilpatrick  
Motion passed unanimously.
13. RFQ 2022-07 Award Recommendation  
Approve the recommended construction manager at risk, Southern Standard Construction LLC, for the TCC Softball / Baseball Complex Improvements project.  
**MOTION:** Trustee Moore      **SECOND:** Trustee Stevens  
Motion passed unanimously.
14. Architect Invoices  
Authorize payment of architectural invoices as presented.  
**MOTION:** Trustee Stevens      **SECOND:** Vice Chair Kilpatrick  
Motion passed unanimously.

#### **PUBLIC COMMENT**

None

#### **WORKSHOP**

Tour of the second level of the Center for Innovation following the meeting.

#### **PRESIDENT'S REPORT**

President Murdaugh met with Commissioner Manny Diaz and Chancellor Kathy Hebda concerning the Charter School Initiative- TCC is the first college in Florida to apply to become an authorizer of charter schools. On December 7, TCC will be hosting the Florida College System and State University System Presidents for a meeting at the Center for Innovation. The history of the Center for Innovation building was given before the tour of the renovations on the second level.

#### **NEXT MEETING DATE**

January 17, 2023,

Location: **Main Campus**

#### **ADJOURNMENT**

Chair Lamb called for adjournment at 3:28 pm

Minutes approved at the regular meeting of the District Board of Trustees on November 21, 2022.

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**Eugene Lamb Jr.**  
Chair President

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**Jim Murdaugh, Ph.D.**







January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Human Resource Report

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**Item Description**

This item requests Board approval for personnel actions.

**Overview and Background**

The College brings forth a request to approve appointments, separations and outside employment.

**Past Actions by the Board**

Personnel actions are taken to the District Board of Trustees monthly. The Board has not addressed this item previously.

**Funding/ Financial Implications**

This item is funded by the 2022-2023 Operating Budget.

**Recommended Action**

Approve the report as presented.

**Original Appointments - Executive, Administrative, Managerial & Professional**

Name	Position	Department	Effective Date
<i>None to Report</i>			

**Original Appointments - Classified Staff**

Name	Position	Department	Effective Date
Kristina McDowell	Career and Academic Advisor	Advising	November 14, 2022
John Salter	Learning Commons Specialist	Learning Commons Specialist	November 14, 2022
Ryan Weaver	Performance Innovation Institute Manager	Workforce Development	November 14, 2022
John Parker	Advanced Manufacturing Training Center Program Manager	Business and Industry Services	November 17, 2022
Emily Fiore	Career Services and Internship Coordinator	Advising	November 21, 2022
O. J. Edwards	Digital Media Technician	TCC Online	November 21, 2022
Aliyah Fuller	Staff Assistant	Human Resources	December 1, 2022
Jessica Sullivan	Office Manager	Human Resources	December 2, 2022
Marybi Malmin	Systems Analyst	Information Technology	December 5, 2022

**Original Appointments - Faculty**

Name	Position	Department	Effective Date
<i>None to Report</i>			

**Original Appointments - Contracts & Grants**

Name	Position	Department	Effective Date
Audrey Kervin	Program Specialist-Vocational DOC Project	DOC - Vocational Training	November 21, 2022
Reshana Washington	Program Specialist I	DOE - McKay Scholarship	December 1, 2022
Maureen Kerrigan	English Language Arts Content Specialist	DOE - Test Development Center	December 5, 2022

**Re-Appointments (All Employees)**

Name	Position	Department	Effective Date	Prior Position
<i>None to Report</i>				

**Drop Retiree Participants (All Employees)**

Name	Position	Department	Enrollment Date	End Period
<i>None to Report</i>				

**Separations (All Employees)**

Name	Position	Department	Effective Date	Separation Type
Noah Schmidt	Math Faculty	Mathematics Faculty	November 9, 2022	Dismissed
Ashli Winborne	Career Development Specialist	Compass 100 DOC - Florida State Prison	November 10, 2022	Resigned

Reginald McKelvin	Regional Civics Coach	Civics Literacy Program - Region 3	November 14, 2022	Resigned
Atrevia Thurman	Call Center Representative	Call Center	November 15, 2022	Resigned
Tamara Deering	Career Development Specialist	Compass 100 DOC - Quincy Annex & Gadsden Re-Entry Center	November 17, 2022	Resigned
Tony Conley	Electrical/Technical Educator Instructor	DOC - Vocational Training	November 26, 2022	Deceased
Elizabeth Johnson	Housing Services Specialist	Facilities Office Manager	November 29, 2022	Resigned
Christopher Strunk	Career and Academic Advisor	Advising	November 30, 2022	Dismissed
Trinidad Dixon	Mathematics Content Specialist	DOE - Test Development Center	November 30, 2022	Resigned
Traci Wright	Career Development Specialist	Compass 100 DOC - Sago Palm CI	December 2, 2022	Resigned

#### Outside Employment Requests (All Employees)

Name	Position	Department	Employer	Position
Tawana Carter	Budget Manager	Sponsored Programs	St. John Missionary Baptist Church	Church Clerk
Andrea Arce-Trigatti	Director, Institutional Assessment and Accreditation	Institutional Effectiveness	Tennessee Tech University	Adjunct

#### Seeking to Hold Political Office Requests (All Employees)

Name	Position	Department	Office	Position
<i>None to Report</i>				

#### Personnel Changes (Promotions, Demotions - All Employees)

Name	Position	Department	Effective Date	Prior Position
Kim English	Career and Academic Advisor	Advising	November 15, 2022	Admissions Navigator
Malasha Hall	Staff Assistant	Advanced Manufacturing	November 21, 2022	OPS
Shakia Johnson	English Language Arts Development Coordinator	DOE - Test Development Center	December 1, 2022	English Language Arts Content Specialist
Jennifer Peavy	Student Financials Operation Officer	Financial Aid	December 1, 2022	OPS
Tonya Hardaway	Career and Academic Advisor	Advising	December 8, 2022	Career Pathways Specialist



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Attorney Invoice – Bryant Miller Olive (October and November 2022)

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**Item Description**

Request for approval to pay invoices from Bryant Miller Olive, P.A. for legal services provided related to collective bargaining process and related to Faculty labor relations.

**Overview and Background**

The College engaged Bryant Miller Olive, P.A. for representation during the collective bargaining process.

**Past Actions by the Board**

The Board of Trustees approved the agreement for these services at the October 17, 2022 Board Meeting.

**Funding/ Financial Implications**

Funding is budgeted in Fund 1, the Current Unrestricted Fund. The current amount due is \$825.00 for October and November 2022.

**Recommended Action**

Authorize payment of invoices as presented.



Barbara K. Wills  
 Chief Business Officer, Vice President for Administrative  
 Services  
 Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, Florida 32304

Invoice Date: November 14, 2022  
 Invoice No. 79494  
 Client No. 25480.006

For professional services rendered in connection with Tallahassee  
 Community College - Labor and Employment - UFF Bargaining

Purchase Order No. PO-015825

Statement of Legal Services

			Hours
10/05/2022	DMH	Review and reply to email / IT policy	0.10
10/05/2022	DMH	Review email from client / IT policy	0.10
10/07/2022	DMH	Review email, CBA and respond	0.50
10/12/2022	DMH	Review and reply to email / Schmidt	0.10
10/13/2022	DMH	Review and revise correspondence, review CBA and rules / Schmidt	0.70
10/13/2022	DMH	Telephone conference with client / Schmidt	0.10
10/20/2022	DMH	Review email	0.10
10/20/2022	DMH	Review and revise grievance response	0.20
10/20/2022	DMH	Review grievance	0.10
10/31/2022	DMH	Review and reply to email / Schmidt	0.10
10/31/2022	DMH	Review CBA	0.10
<b>Current Services</b>			2.20
			\$550.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	2.20	\$250.00	\$550.00

Payments

09/14/2022	Payment	ACH rec'd 9/14/22 Invoice 78568	375.00
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Tallahassee Community College

Invoice Date: November 14, 2022  
Invoice No. 79494  
Client No. 25480.006

09/29/2022	Payment	ACH Rcv'd 9/29/22 Invoice 78814	50.00
			<hr/> 425.00

Total Current Work	<hr/> \$550.00
Previous Balance Due	\$0.00
Balance Due	<hr/> \$550.00

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
1545 Raymond Diehl Road, Suite 300  
Tallahassee, FL 32308  
850-222-8611 FEIN 59-1315801

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901  
Thank you for your business



Barbara K. Wills  
 Chief Business Officer, Vice President for Administrative  
 Services  
 Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, Florida 32304

Invoice Date: December 8, 2022  
 Invoice No. 79690  
 Client No. 25480.006

For professional services rendered in connection with Tallahassee  
 Community College - Labor and Employment - UFF Bargaining

Purchase Order No. PO-015825

Statement of Legal Services

			Hours
11/07/2022	DMH	Telephone conference with client (J. Murdaugh) / Schmidt	0.20
11/08/2022	DMH	Review documents and telephone conference with client (N. Davis) / Ray	0.90
<b>Current Services</b>			1.10
			\$275.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Denise M. Heekin	1.10	\$250.00	\$275.00

Total Current Work	\$275.00
Previous Balance Due	\$550.00
Balance Due	\$825.00

Tallahassee Community College

Invoice Date: December 08, 2022  
Invoice No. 79690  
Client No. 25480.006

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
1545 Raymond Diehl Road, Suite 300  
Tallahassee, FL 32308  
850-222-8611 FEIN 59-1315801

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901  
Thank you for your business





January 17, 2023

## **M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Sponsored Programs – Provider

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### **Item Description**

This item requests that the Board approve the receipt of funding for the listed projects.

### **Overview and Background**

The following are recommended for approval.

#### **I. Receipt, Amendment, Extension of Resources**

##### Florida Department of Education - Adult Education and Family Literacy, Adult General Education - Amendment 1

This amendment increased Educational Materials and Supplies in the amount of \$84,000 with an indirect cost rate of 0%. New award amount is \$261,683.

##### Florida Department of Juvenile Justice - Project Anchor FY 22 - 25 - Amendment 1

This amendment adds two positions; updates the Scrutinized Companies List language; add the Catalog of State Financial Assistance numbers language; update the insurance language; and update the related Attachments and Exhibits. The award amount remains the same.

##### Florida Department of Education – Test Development Center - Amendment 3 & 4

Reallocation and increase of funding to provide contracted staff positions for K-12 Assessment Development. These positions are essential to the continued development of state academic assessments. The project is for a three-year period from 7/1/20 through 6/30/23. The total contract amount is increased to \$7,489,884.03. Indirect costs are not allowed by statute.

##### Florida Department of Education - Pathways to Career Opportunities

This award provides CNC pre-apprenticeship programs. The award amount is \$117,469 with an indirect cost rate of 0%. The funding period is from 7/1/22 through 6/30/23.

Florida Department of Education – Support for Implementation of K – 12 Scholarships Program

To provide contracted staff responsible for the implementation of the K -12 Scholarship Program for Students with Disabilities at the FDOE. The amount of this award is \$292,500 with an indirect cost rate of 5%. The funding period is from 09/01/2022 through 8/31/23.

**II. Commitments, Expenditures, Contracts for Service**

None at this time

**Past Actions by the Board**

Florida Department of Education - Adult Education and Family Literacy, Adult General Education

Initial award was approved at the October 2022 Board of Trustees meeting.

Florida Department of Juvenile Justice - Project Anchor FY 22 - 25

Initial award was approved at the September 2022 Board of Trustees meeting.

Florida Department of Education – Test Development Center

Amendment 2 was approved at the August 2021 Board of Trustees meeting.

Florida Department of Education – Support for Implementation of K – 12 Scholarships Program

This is a renewal of an existing award.

**Funding/ Financial Implications**

The above projects are established in Fund 2, Restricted Accounts. The total indirect anticipated from the new awards is \$13,928.

**Recommended Action**

Authorize funding for the awards and contracts as presented.



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Architect Invoices

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**Item Description**

This item requests that the Board approve the architect invoices submitted for the months of November and December 2022.

**Overview and Background**

The College is now under contract with five architectural firms; Architects | Lewis + Whitlock PA, BKJ, Inc. Architecture, Clemons, Rutherford & Associates, Inc., DAG Architects Inc., and Fitzgerald Collaborative Group, LLC to provide architectural and engineering services for projects at all sites and counties. To ensure quality, the five firms will be assigned projects on a rotational basis with standardized hourly fees.

Architects | Lewis + Whitlock, PA - \$39,612.00  
BKJ, Inc. Architecture - \$18,302.07  
Clemons, Rutherford & Associates, Inc. - \$15,217.79  
DAG Architects, Inc. - \$6,635.00  
Fitzgerald Collaborative Group, LLC - \$10,445.18

**Past Actions by the Board**

The Board last authorized architect invoices at the November 21, 2022 meeting.

**Funding/ Financial Implications**

Funds for minor projects and Master Plans are available from the Capital Improvement fees.

**Recommended Action**

Authorize payment of architectural invoices as presented.



<b>TO: Tallahassee Community College</b> Attn: Trey Kimbrel 444 Appleyard Drive Tallahassee, Florida 32304  <b>FROM: <u>Architects: Lewis + Whitlock, P.A.</u></b> 206 W. Virginia St. Tallahassee, Florida 32301	Page <u>1</u> of <u>1</u> Pages Federal I.D. No: <b>59-3616761</b>  Purchase Order No: <b>PO-014722</b> Project Name: <b>Lifetime Sports Facility Improvements</b>  DATE: <b>11/8/2022</b>
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**THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:**

DESCRIPTION	TOTAL FEE	PERCENT COMPLETE	AMOUNT REMAINING	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
Field Measurements / Base File	\$7,420.00	100%	\$0.00	\$7,420.00	\$0.00
Designs Documents	\$39,612.00	100%	\$0.00	\$0.00	\$39,612.00
100% Construction Documents	\$59,418.00	0%	\$59,418.00	\$0.00	\$0.00
Bid / Permitting	\$6,602.00	0%	\$6,602.00	\$0.00	\$0.00
Construction Administration	\$26,408.00	0%	\$26,408.00	\$0.00	\$0.00
Additional Engineering Services	\$7,550.00	0%	\$7,550.00	\$0.00	\$0.00
Printing	\$934.00	0%	\$934.00	\$0.00	\$0.00
<b>GRAND TOTALS</b>	<b>\$147,944.00</b>		<b>\$100,912.00</b>	<b>\$7,420.00</b>	<b>\$39,612.00</b>
Invoice Total					<b>\$39,612.00</b>
			* Amount payable directly to:	( )	
			* Amount payable directly to:	( )	*

**CERTIFIED TRUE AND CORRECT BY:**

Rodney L. Lewis, Principal

(Signature of Principal)

(Typed Name and Title)

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



# Purchase Order

Purchase Order Number	PO-014722
Purchase Order Date	11/10/2021
Payment Terms	Net 30
Requestor	Carl Ross
Phone Number	(850) 201-6200

<b>Supplier:</b>
Architects: Lewis + Whitlock, PA 206 W Virginia Street Tallahassee, FL 32301 United States of America

<b>Ship To:</b>
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

<b>Comments:</b>
Main Campus Site Improvements Building #15 – Design & Documentation Contact: Don.Herr@tcc.fl.edu , 850-201-6168

<b>Bill To:</b>
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	147,944.00	0.00	147,944.00

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Total printing fees for field measurements, engineering, design development submittal, 100% CD submittal and 100 CD Specs.				15,905.00

\_\_\_\_\_  
 Purchasing & General Services Director

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8

# Purchase Order

Purchase Order Number	PO-014722
Purchase Order Date	11/10/2021
Payment Terms	Net 30
Requestor	Carl Ross
Phone Number	(850) 201-6200

### Service Lines

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
2		Professional services for Design and Documentation for improvements to building#15. Specifics per attached proposal dated November 01, 2021. **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**				132,039.00

### Messages

Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities

VERIFICATION OF EMPLOYMENT: In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"

To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.

INVOICE NO. 10



TO: Tallahassee Community College  
 ATTN: Accounts Payable  
 444 Appleyard Drive  
 Tallahassee, Florida 32304-2895

Page: 1 of 1 Pages

TCC Purchase Order No.: PO-014007

FROM: BKJ Inc. Architecture  
 1621 Physicians Drive  
 Tallahassee, Florida 32308

Project Name:  
 Student Union (SU- bldg #35)  
 Lobby/1st Floor Renovations  
 12/13/2022

**THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:**

SERVICE	TOTAL FEE	PERCENT COMPLETE	AMOUNT DUE	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
<b>BASIC SERVICES</b>					
Phase 3- Advanced Schematic Design	\$ 12,955.00	100%	\$ 12,955.00	\$ 12,955.00	\$ -
Phase 4- Design Development	\$ 47,520.00	100%	\$ 47,520.00	\$ 47,520.00	\$ -
Phase 5- 50% Construction Documents	\$ 38,020.00	100%	\$ 38,020.00	\$ 38,020.00	\$ -
Phase 6- 100% Construction Documents	\$ 44,260.00	100%	\$ 44,260.00	\$ 44,260.00	\$ -
Phase 7- Permitting/Bid	\$ 13,905.00	100%	\$ 13,905.00	\$ 13,905.00	\$ -
Phase 8- Construction Administration	\$ 32,460.00	90%	\$ 29,214.00	\$ 17,853.00	\$ 11,361.00
Reimbursable Expenses	\$ 250.00	100%	\$ 250.00	\$ 250.00	\$ -
<b>ADDITIONAL SERVICES</b>					
Energy Forms (required)	\$ 800.00	100%	\$ 800.00	\$ 800.00	\$ -
Existing Conditions Drawings (required)	\$ 3,300.00	100%	\$ 3,300.00	\$ 3,300.00	\$ -
Commissioning- Lighting (required)	\$ 3,000.00	0%	\$ -	\$ -	\$ -
Commissioning- Mechanical (TBD)	\$ 5,000.00	0%	\$ -	\$ -	\$ -
Record Drawings (optional)	\$ 1,500.00	0%	\$ -	\$ -	\$ -
<b>ADDITIONAL SERVICES No. 1</b>					
Pre-Tab Services	\$ 10,505.00	100%	\$ 10,505.00	\$ 10,505.00	\$ -
<b>ADDITIONAL SERVICES No. 2</b>					
IT/ AV/ Security	\$ 20,330.00	100%	\$ 20,330.00	\$ 20,330.00	\$ -
<b>ADDITIONAL SERVICES No. 3</b>					
2nd Floor additional scope of work	\$ 8,930.00	100%	\$ 8,930.00	\$ 8,930.00	\$ -
<b>ADDITIONAL SERVICES No. 4</b>					
Graphics and Wayfinding	\$ 5,737.50	100%	\$ 5,737.50	\$ 5,737.50	\$ -
<b>ADDITIONAL SERVICES No. 5</b>					
Stair Design	\$ 6,965.00	100%	\$ 6,965.00	\$ 6,965.00	\$ -
<b>ADDITIONAL SERVICES No. 6</b>					
Renderings & Construction Boards	\$ 3,695.00	100%	\$ 3,695.00	\$ 3,695.00	\$ -
<b>GRAND TOTALS</b>	\$ 259,132.50		\$ 246,386.50	\$ 235,025.50	\$ 11,361.00
<b>Total due Architect/Engineer</b>					<b>\$11,361.00</b>

Please remit payment to the following address:

**BKJ, Inc. Architecture**  
**1621 Physicians Drive**  
**Tallahassee, FL 32308**

Thank you for your business. Please do not hesitate to call me if you have any questions. We appreciate the opportunity to provide architectural services to your organization.

**CERTIFIED TRUE AND CORRECT BY:**

  
\_\_\_\_\_  
(Signature of Principal)

Bonnie Davenport AIA, President  
\_\_\_\_\_  
(Typed Name and Title)



Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



# Change Order

Purchase Order Number	PO-014007 - 5
Purchase Order Date	07/09/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

<b>Supplier:</b>
BKJ, Inc. 1621 Physicians Drive Tallahassee, FL 32308 United States of America

<b>Ship To:</b>
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

<b>Comments:</b>
Student Union (SU - bldg#35) Lobby/1ST Floor Renovations – Architect & Engineering Professional Service Fees Contact: Don.Herr@tcc.fl.edu , 850-201-6168
Change Order#1 - Increasing PO by \$30,835.00 for Additional Services #1 & #2. New PO total is \$233,805.00.
Change Order#2 - Increasing PO by \$8,930.00 for Additional Services #3. New PO total is \$242,735.00
Change Order#3 - Increasing PO by \$5,737.50 for Additional Services #4. New PO total is \$248,472.50
Change Order#4 - Increasing PO by \$6,965.50 for Additional Services #5. New PO total is \$255,437.50
Change Order#5 - Increasing PO by \$3,695.00 for Additional Services #6. New PO total is \$259,132.50

<b>Bill To:</b>
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	259,132.50	0.00	259,132.50

Purchasing & General Services Director

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8

## Change Order

Purchase Order Number	PO-014007 - 5
Purchase Order Date	07/09/2021
Payment Terms	Net 30
Requestor	Cindy Wommack
Phone Number	(850) 201-6200

### Service Lines

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		For the full architectural/ engineering (A/E) services from advanced schematic design through construction administration services for the proposed renovation to a portion of the 1st floor/ Lobby in the existing Student Union building#35. The scope of work for the subject project includes developing the previously approved preliminary schematic design through advanced schematic design, design development, construction documents, permit submittal and construction administration services. Specifics per attached proposal dated June 29, 2021. **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**				259,132.50

### Messages

Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities

VERIFICATION OF EMPLOYMENT: In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"

To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.

INVOICE NO. 1



TO: Tallahassee Community College  
ATTN: Accounts Payable  
444 Appleyard Drive  
Tallahassee, Florida 32304-2895

Page: 1 of 1 Pages

TCC Purchase Order No.: PO-016394

FROM: BKJ Inc. Architecture  
1621 Physicians Drive  
Tallahassee, Florida 32308

Project Name:  
Administration Building Lobby/Professional  
Services - 3D Renderings & Schematic Design  
Date: 12/8/22

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:					
SERVICE	TOTAL FEE	PERCENT COMPLETE	AMOUNT DUE	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
<b>ADDITIONAL SERVICES</b>					
Existing Conditions	\$1,455.00	100%	\$1,455.00	\$0.00	\$1,455.00
<b>BASIC SERVICES</b>					
Preliminary Schematic Design	\$5,465.00	100%	\$5,465.00	\$0.00	\$5,465.00
<b>OTHER PROJECT COST</b>					
Reimbursable Expenses	\$21.07	100.00%	\$21.07	\$0.00	\$21.07
<b>GRAND TOTALS</b>	<b>\$6,941.07</b>		<b>\$6,941.07</b>	<b>\$0.00</b>	<b>\$6,941.07</b>
<b>Total due Architect/Engineer</b>					<b>\$6,941.07</b>

Please remit payment to the following address:

**BKJ, Inc. Architecture**  
**1621 Physicians Drive**  
**Tallahassee, FL 32308**

Thank you for your business. Please do not hesitate to call me if you have any questions. We appreciate the opportunity to provide architectural services to your organization.

**CERTIFIED TRUE AND CORRECT BY:**

*Bonnie Davenport*  
(Signature of Principal)

Bonnie Davenport AIA, President  
(Typed Name and Title)

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



# Purchase Order

Purchase Order Number	PO-016394
Purchase Order Date	10/06/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

<b>Supplier:</b>
BKJ, Inc. 1621 Physicians Drive Tallahassee, FL 32308 United States of America

<b>Ship To:</b>
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

<b>Comments:</b>
PJ-0297 Administration Bldg Lobby/Professional Services - 3D Renderings & Schematic Design Prep Contacts: jim.murdaugh@tcc.fl.edu & Candice.grause@tcc.fl.edu Invoices: Jenny.Shuler@tcc.fl.edu

<b>Bill To:</b>
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	6,920.00	0.00	6,920.00

Director of Procurement and Auxiliary Services

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8

# Purchase Order

Purchase Order Number	PO-016394
Purchase Order Date	10/06/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

### Service Lines

Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Proposal for the preparation of the schematic design drawings and 3D renderings of the proposed improvements to the lobby in the Administration building#27 at the Tallahassee Community College Main Campus Site 1, located at 444 Appleyard Drive, Tallahassee, FL 32304. Scope and specifications per attached proposal dated September 29, 2022.				6,920.00

### Messages

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VERIFICATION OF EMPLOYMENT: In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"

To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.

# East Store Invoice

**Bill To**

BKJ, Inc  
1621 Physicians Drive  
Tallahassee, FL 32308

Date 11/11/2022

Invoice # 109993

Ordered By Bonnie

Terms Card on File

Invoiced By CAE

Account # B015

TCC Handouts

**PAID**  
11/15/2022

**Total \$21.07**

SIGN HERE:

There will be a \$35 for all returned checks.  
A Finance Charge of 1.5% per month may be assessed on all 90 day past due balances.  
In the event of non-payment, collection fees and/or reasonable attorney fees will be charged to the customer.



**East Store**  
850-671-2714  
eaststore@semblueinc.com  
2915-1 East Park Ave.  
Tallahassee, FL 32301  
www.semblueinc.com

Date 11/11/2022

Invoice # 109993

Ordered By: Bonnie

Terms Card on File

**Bill To**

BKJ, Inc  
1621 Physicians Drive  
Tallahassee, FL 32308

**Customer Billing Information:**

TCC Handouts

Account # B015

Thank you for your business.

## Invoice

Description	Qty	Rate	Amount
11 x 17 Color Copy	20	0.90	18.00T
Print on Cardstock, per page	20	0.08	1.60T

Please Remit Payment To:

Seminole Blueprint, Inc  
2915-1 East Park Avenue  
Tallahassee, FL 32301

Tax ID# 20-8045535

There will be a \$35 for all returned checks.  
A Finance Charge of 1.5% per month may be assessed on all 90 day past due balances.  
In the event of non-payment, collection fees and/or reasonable attorney fees will be charged to the customer.

Subtotal	\$19.60
Sales Tax (7.5%)	\$1.47
<b>Total</b>	<b>\$21.07</b>



# CLEMONS, RUTHERFORD & ASSOCIATES, INC.

ARCHITECTS ■ PLANNERS ■ INTERIOR DESIGNERS ■ CONSTRUCTION MANAGERS

2027 Thomasville Road, Tallahassee, FL 32308  
 p: 850-385-6153 ■ f: 850-386-8420

105 South Broad Street, Thomasville, GA 31792  
 p: 229-228-5016 ■ f: 229-228-0509

www.craarchitects.com

November 2, 2022

Project No: 22021.00

Invoice No: 15723

TALLAHASSEE COMMUNITY COLLEGE  
 ATTN: ACCOUNTS PAYABLE  
 444 APPELYARD DRIVE  
 TALLAHASSEE, FL 32304-2895

Project 22021.00 TCC CUP AUTOMATED CONTROLS ADDITION  
 PURCHASE ORDER# PO-015247-1

**Professional Services from August 1, 2022 to October 31, 2022**

Phase 100 CENTRAL UTILITY PLANT BASIC SERVICES  
 Fee

Billing Phase	Fee	Percent Complete	Earned
CENTRAL UTILITY PLANT	0.00	0.00	0.00
SCHEMATIC DESIGN	3,215.03	100.00	3,215.03
DESIGN DEVELOPMENT	4,286.70	100.00	4,286.70
CONSTRUCTION DOCUMENTS	8,573.40	90.00	7,716.06
BIDDING	1,071.68	0.00	0.00
CONSTRUCTION ADMINISTRATION	4,286.69	0.00	0.00
TOILET ROOM ADDITION	0.00	0.00	0.00
SCHEMATIC DESIGN	1,848.75	0.00	0.00
DESIGN DEVELOPMENT	2,465.00	0.00	0.00
CONSTRUCTION DOCUMENTS	4,930.00	0.00	0.00
BIDDING	616.25	0.00	0.00
CONSTRUCTION ADMINISTRATION	2,465.00	0.00	0.00
<b>Total Fee</b>	<b>33,758.50</b>		<b>15,217.79</b>

Previous Fee Billing 0.00  
 Current Fee Billing 15,217.79

**Total Fee 15,217.79**

**Total this Phase \$15,217.79**

Phase 110 CENTRAL UTILITY PLANT

**Total this Phase 0.00**

**Total this Invoice \$15,217.79**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	15,217.79	0.00	15,217.79
Consultant	0.00	2,970.00	2,970.00
<b>Totals</b>	<b>15,217.79</b>	<b>2,970.00</b>	<b>18,187.79</b>



Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8



2022-00  
 Change Order

Purchase Order Number	PO-015247 - 1
Purchase Order Date	04/06/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

<b>Supplier:</b>
Clemons, Rutherford & Associates, Inc. 2027 Thomasville Rd. Tallahassee, FL 32308 United States of America

<b>Ship To:</b>
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

<b>Comments:</b>
PJ-0365 CUP Bldg#28 Automation Controls Addition - A/E Fees Contact: Trey.Kimbrel@tcc.fl.edu Invoice: Jenny.Shuler@tcc.fl.edu  CHANGE ORDER #1 - Adding New Line 2 in the amount of \$12,325.00 for Toilet Rooms Addition to CUP Bldg#28. NEW PO TOTAL: \$33,758.50

<b>Bill To:</b>
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	33,758.50	0.00	33,758.50

Director of Procurement and Auxiliary Services

Tallahassee Community College  
 444 Appleyard Drive  
 Tallahassee, FL 32304  
 United States of America  
 Federal ID: 59-1141270  
 Tax Exemption ID: 85-80-125307-72C8

## Change Order

Purchase Order Number	PO-015247 - 1
Purchase Order Date	04/06/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Architectural/Engineering fees for a Building addition to the existing Central Utility Plant (Bldg #28) to house the Automation Controls for the Main Campus (Site 1). -Addition will be approximately 28' x 28', +/- 784sf -Space will also function as a hands-on learning space for the building automation controls certification program Specifics per attached proposal dated March 28, 2022. **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**				21,433.50
2		A/E fees for the Toilet Rooms addition to the existing Central Utility Plant building#28. Specifics per attached proposal dated July 28, 2022. **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**				12,325.00

**Messages**

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VERIFICATION OF EMPLOYMENT: In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"  
 To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.



Tallahassee Community College  
 Don Herr  
 444 Appleyard Drive  
 Tallahassee, FL 32304

Invoice number 21094\_1122  
 Date 12/01/2022  
 Project 21094 WEI MASTER PLAN UPDATE

Professional Architectural Services

PHASE 1 - Site 6 (WEI)  
 PO-014617

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Task 1 - Overview</b>	1,500.00	0.00	0.00	0.00	0.00
<b>Task 2 - Executive Summary</b>	69,400.00	5.04	3,500.00	3,500.00	0.00
<b>Task 3 - Existing Conditions</b>	54,500.00	8.39	1,412.50	4,575.00	3,162.50
<b>Task 4 - Planning Elements</b>	163,200.00	3.15	2,800.00	5,137.50	2,337.50
<b>Task 5 - Decision Themes</b>	31,600.00	0.00	0.00	0.00	0.00
<b>Task 6 - Master Plan &amp; Graphics</b>	39,900.00	12.09	3,687.50	4,822.50	1,135.00
<b>Task 7 - Conclusion</b>	1,933.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>362,033.00</b>	<b>4.98</b>	<b>11,400.00</b>	<b>18,035.00</b>	<b>6,635.00</b>

Invoice total **6,635.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21094_1122	12/01/2022	6,635.00	6,635.00				
	<b>Total</b>	<b>6,635.00</b>	<b>6,635.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

*We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Gail at 850.337.6443 or gennis@dagarchitects.com.*



TALLAHASSEE • ATLANTA

**Fitzgerald Collaborative Group, LLC**

1401 Peachtree Street NE  
Suite 200  
Atlanta, GA 30309  
850.350.3500

Tallahassee Community College  
Jenny Shuler  
444 Appleyard Drive  
Tallahassee, FL 32304-2895

Invoice number 210224\_1022  
Date 10/31/2022

Project 210224 TCC - GHAZVINI SOLAR PANELS  
PATIO

Purchase Order # 014731

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Basic Services</b>					
Schematic Design	8,865.00	100.00	8,865.00	8,865.00	0.00
Schematic Design-Kever McKee	1,125.00	100.00	1,125.00	1,125.00	0.00
Schematic Design - H2 Engineers	2,200.00	100.00	2,200.00	2,200.00	0.00
Design Documents	3,722.00	100.00	3,722.00	3,722.00	0.00
Design Documents- Kever McKee	1,313.00	100.00	1,313.00	1,313.00	0.00
Design Documents-H2 Engineering	2,200.00	100.00	2,200.00	2,200.00	0.00
90% Construction Documents	10,350.00	100.00	10,350.00	10,350.00	0.00
90% Construction Documents-Kever McKee	750.00	100.00	750.00	750.00	0.00
90% Construction Documents-H2 Engineer	2,200.00	100.00	2,200.00	2,200.00	0.00
Permit Documents	3,363.00	100.00	3,363.00	3,363.00	0.00
Permit Documents-Kever McKee	562.00	0.00	0.00	0.00	0.00
Permit Documents-H2 Engineering	2,200.00	100.00	2,200.00	2,200.00	0.00
Bidding	4,440.00	100.00	4,440.00	4,440.00	0.00
Construction Administration	9,260.00	7.50	0.00	694.50	694.50
Construction Administration-Kever McKee	750.00	0.00	0.00	0.00	0.00
Construction Administration-H2 Engineering	2,200.00	0.00	0.00	0.00	0.00
Subtotal	55,500.00	78.24	42,728.00	43,422.50	694.50
<b>Additional Required Services</b>					
Measured Drawings	2,400.00	100.00	2,400.00	2,400.00	0.00
Programming	7,500.00	100.00	7,500.00	7,500.00	0.00
Independent Green Technologies (IGT Solar)	5,400.00	60.00	3,240.00	3,240.00	0.00
Structural Investigation, Analysis and Report-FCG	500.00	100.00	500.00	500.00	0.00
Structural Investigation, Analysis and Report-Kever McKee	2,850.00	100.00	2,850.00	2,850.00	0.00
Subtotal	18,650.00	88.42	16,490.00	16,490.00	0.00
Total	74,150.00	80.80	59,218.00	59,912.50	694.50



TALLAHASSEE • ATLANTA

Tallahassee Community College  
Project 210224 TCC - GHAZVINI SOLAR PANELS PATIO

Invoice number 210224\_1022  
Date 10/31/2022

Invoice total 694.50

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210224_0622	06/30/2022	6,163.00					6,163.00
210224_1022	10/31/2022	694.50	694.50				
	Total	6,857.50	694.50	0.00	0.00	0.00	6,163.00

*We appreciate your business. Please remit payment at your earliest convenience to 850 S Gadsden St., Suite 140, Tallahassee, FL 32301. If you have any questions please contact Judith 832.331.9418, or [judith@fc-groupllc.com](mailto:judith@fc-groupllc.com).*



TALLAHASSEE • ATLANTA

**Fitzgerald Collaborative Group, LLC**

1401 Peachtree Street NE  
Suite 200  
Atlanta, GA 30309  
850.350.3500

Tallahassee Community College  
Jenny Shuler  
444 Appleyard Drive  
Tallahassee, FL 32304-2895

Invoice number 210224\_1222  
Date 12/13/2022

Project 210224 TCC - GHAZVINI SOLAR PANELS  
PATIO

Purchase Order # 014731

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Basic Services</b>					
Schematic Design	8,865.00	100.00	8,865.00	8,865.00	0.00
Schematic Design-Kever McKee	1,125.00	100.00	1,125.00	1,125.00	0.00
Schematic Design - H2 Engineers	2,200.00	100.00	2,200.00	2,200.00	0.00
Design Documents	3,722.00	100.00	3,722.00	3,722.00	0.00
Design Documents- Kever McKee	1,313.00	100.00	1,313.00	1,313.00	0.00
Design Documents-H2 Engineering	2,200.00	100.00	2,200.00	2,200.00	0.00
90% Construction Documents	10,350.00	100.00	10,350.00	10,350.00	0.00
90% Construction Documents-Kever McKee	750.00	100.00	750.00	750.00	0.00
90% Construction Documents-H2 Engineer	2,200.00	100.00	2,200.00	2,200.00	0.00
Permit Documents	3,363.00	100.00	3,363.00	3,363.00	0.00
Permit Documents-Kever McKee	562.00	0.00	0.00	0.00	0.00
Permit Documents-H2 Engineering	2,200.00	100.00	2,200.00	2,200.00	0.00
Bidding	4,440.00	100.00	4,440.00	4,440.00	0.00
Construction Administration	9,260.00	23.70	694.50	2,194.50	1,500.00
Construction Administration-Kever McKee	750.00	0.00	0.00	0.00	0.00
Construction Administration-H2 Engineering	2,200.00	0.00	0.00	0.00	0.00
Subtotal	55,500.00	80.94	43,422.50	44,922.50	1,500.00
<b>Additional Required Services</b>					
Measured Drawings	2,400.00	100.00	2,400.00	2,400.00	0.00
Programming	7,500.00	100.00	7,500.00	7,500.00	0.00
Independent Green Technologies (IGT Solar)	5,400.00	60.00	3,240.00	3,240.00	0.00
Structural Investigation, Analysis and Report-FCG	500.00	100.00	500.00	500.00	0.00
Structural Investigation, Analysis and Report-Kever McKee	2,850.00	100.00	2,850.00	2,850.00	0.00
Subtotal	18,650.00	88.42	16,490.00	16,490.00	0.00
Total	74,150.00	82.82	59,912.50	61,412.50	1,500.00



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Tallahassee Community College  
Project 210224 TCC - GHAZVINI SOLAR PANELS PATIO

Invoice number 210224\_1222  
Date 12/13/2022

Invoice total 1,500.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210224_1222	12/13/2022	1,500.00	1,500.00				
	Total	1,500.00	1,500.00	0.00	0.00	0.00	0.00

*We appreciate your business. Please remit payment at your earliest convenience to 850 S Gadsden St., Suite 140, Tallahassee, FL 32301. If you have any questions please contact Judith 832.331.9418, or judith@fc-grouppllc.com.*



Fitzgerald Collaborative Group, LLC

Tallahassee Community College  
Jenny Shuler  
444 Appleyard Drive  
Tallahassee, FL 32304-2895

Invoice number 210208\_1222  
Date 12/13/2022

Project 210208 TCC - GHAZVINI NURSING  
SIMULATION AUDITORIUM  
RENOVATION

Professional Architectural Services

PO- 013757

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Basic Services</b>					
Measured Drawings - FCG	7,500.00	100.00	7,500.00	7,500.00	0.00
Programming - FCG	8,500.00	100.00	8,500.00	8,500.00	0.00
Schematic Design - FCG	17,356.60	100.00	17,356.60	17,356.60	0.00
Schematic Design - H2 Engineering	4,100.00	100.00	4,100.00	4,100.00	0.00
Schematic Design - Kever/McKee Eng	500.00	100.00	500.00	500.00	0.00
Design Development - FCG	18,150.40	100.00	18,150.40	18,150.40	0.00
Design Development - H2 Engineering	8,200.00	100.00	8,200.00	8,200.00	0.00
Design Development - Kever McKee	1,083.00	100.00	1,083.00	1,083.00	0.00
90% Construction Documents - FCG	20,638.00	100.00	20,638.00	20,638.00	0.00
90% Construction Documents - H2 Eng	12,300.00	100.00	12,300.00	12,300.00	0.00
90% Construction Documents-Kever McKee	1,084.00	100.00	1,084.00	1,084.00	0.00
Permit Docs - FCG	13,253.50	100.00	13,253.50	13,253.50	0.00
Permit Docs - H2 Engineering	8,200.00	100.00	8,200.00	8,200.00	0.00
Permit Docs - Kever McKee	1,083.00	100.00	1,083.00	1,083.00	0.00
Agency Permitting - FCG	8,234.50	100.00	8,234.50	8,234.50	0.00
Bidding - FCG	11,125.20	100.00	11,125.20	11,125.20	0.00
Bidding - H2 Engineering	2,050.00	100.00	2,050.00	2,050.00	0.00
Construction Administration - FCG	18,081.80	90.00	14,465.44	16,273.62	1,808.18
Construction Administration - H2 Eng	6,150.00	95.00	0.00	5,842.50	5,842.50
Hydrant Flow Test-H2 Eng	600.00	100.00	600.00	600.00	0.00
Record Documents - H2 Eng	1,000.00	0.00	0.00	0.00	0.00
Pre Test and Balance - H2 Eng	5,700.00	100.00	5,700.00	5,700.00	0.00
Post Test and Balance - H2 Eng	5,700.00	0.00	0.00	0.00	0.00
Construction Administration - Kever McKee	600.00	100.00	0.00	600.00	600.00
Subtotal	181,190.00	95.13	164,123.64	172,374.32	8,250.68
<b>Additional Services</b>					
Conversion of the Outdoor Storage Room 248-FCG	15,440.00	100.00	15,440.00	15,440.00	0.00
Conversion of the Outdoor Storage Room 248-H2 Eng	5,900.00	0.00	0.00	0.00	0.00





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Tallahassee Community College  
Project 210208 TCC - GHAZVINI NURSING SIMULATION AUDITORIUM RENOVATION

Invoice number 210208\_1222  
Date 12/13/2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Subtotal	21,340.00	72.35	15,440.00	15,440.00	0.00
Total	202,530.00	92.73	179,563.64	187,814.32	8,250.68

Invoice total 8,250.68

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
210208_1222	12/13/2022	8,250.68	8,250.68				
	Total	8,250.68	8,250.68	0.00	0.00	0.00	0.00

*We appreciate your business. Please remit payment at your earliest convenience to 850 S Gadsden St., Suite 140, Tallahassee, FL 32301. If you have any questions please contact Judith 832.331.9418, or judith@fc-groupllc.com.*



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Heather Mitchell  
Vice President for Institutional Advancement and Executive Director of the TCC  
Foundation

**SUBJECT:** TCC Foundation Update

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**Item Description**

The following is an update of the events planned and initiatives & activities undertaken by the TCC Foundation.

**Overview and Background**

Attached is a report of funds raised by the TCC Foundation to date for the current fiscal year. The report includes a summary of total funds received, giving summary by designated area, number of donors and number of gifts.

The Foundation would also like to extend an invitation to DBOT members to the following events:

- January 19: President's Circle Reception Featuring TCC's Truck Driving Program, 5:30 – 7:00 p.m., TCC Commercial Vehicle Driving Facility, Appleyard Drive
- January 30: Visit with a Dean, 12:00 12:30, through ZOOM

**Past Actions by the Board**

The District Board of Trustees receives a Foundation update at every Board Meeting.

**Funding/ Financial Implications**

There are no Funding/Financial implications arising from this standard monthly report.

**Recommended Action**

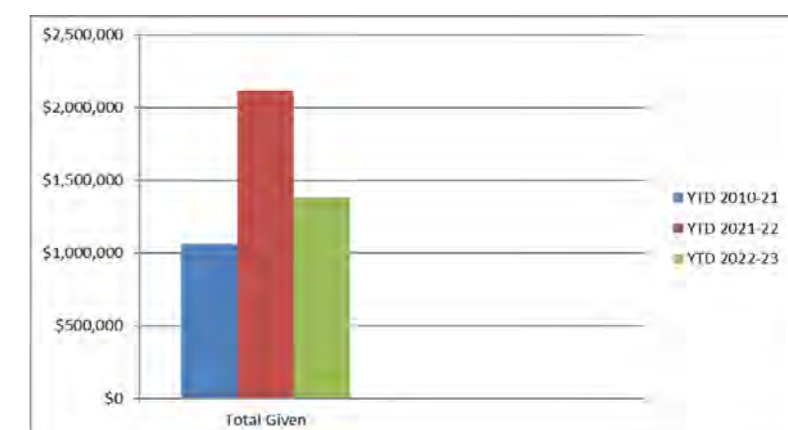
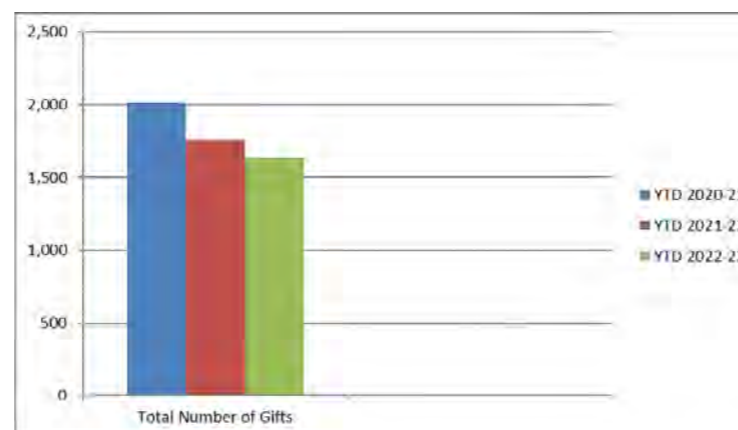
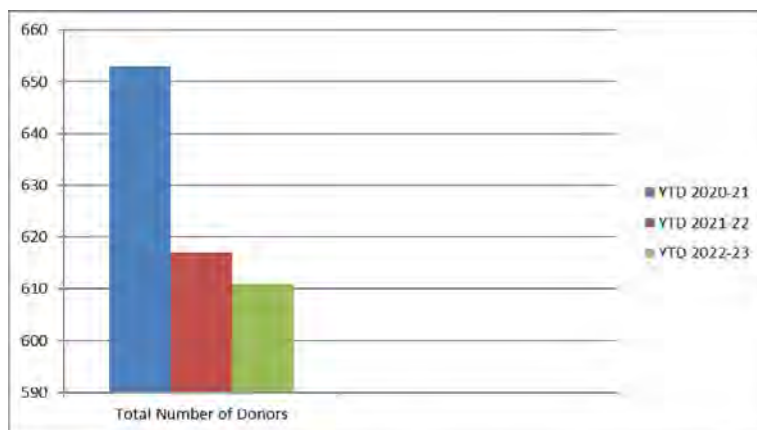
Presented as an information item only.

## TCC Foundation - Financial Update FY 22/23 July 20 - December 15

TCC Foundation		YTD 20/21	YTD 21/22	YTD 22/23
		<b>Total Received</b>	\$1,061,879	\$2,119,200
	<b>Scholarship amount</b>	\$574,653	\$365,240	\$466,253
	<b>Program support amount</b>	\$290,724	\$630,140	\$548,946
	<b>Facility support amount</b>	\$87,106	\$34,435	\$127,268
	<b>Unrestricted support amount</b>	\$109,396	\$89,385	\$239,180
	<b>Number of Donors</b>	653	617	611
	<b>Number of Gifts</b>	2,014	1,760	1,635
	<b>Blueprint Donation</b>		1,000,000	
	<b>Net assets of the TCC Foundation</b>	\$19,985,235	\$23,234,020	\$20,472,088

TCC Foundation		YTD 20/21	YTD 21/22	YTD 22/23
		<b>Total Received for Alumni</b>	\$72,165	\$88,672
	<b>Number of Donors</b>	129	115	102
	<b>Number of Gifts</b>	493	477	361

TCC Foundation		YTD 20/21	YTD 21/22	YTD 22/23
		<b>Cash</b>	\$1,061,879	\$2,115,752
	<b>Gift in Kind</b>	\$0	\$3,448	\$0
	<b>Number of Planned Gifts Confirmed</b>	3	4	4
	<b>Total Raised - Pledges Received</b>	\$175,314	\$390,908	\$666,690
	<b>Grants Received</b>			18 grants total \$7,665,409
	<b>Grants Applied For</b>			16 grants total \$6,539,309
	<b>Pledges Expected by 6/30/2023</b>			\$337,841





January 17, 2023

## **M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Calandra Stringer, Ph.D.  
Vice President and Provost

**SUBJECT:** Additional Dual Enrollment Articulation Agreement with Private School

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### **Item Description**

This item presents an additional Dual Enrollment Articulation Agreement between the College and private school in TCC's service area.

### **Overview and Background**

Florida Statute 1007.271(24), states that postsecondary institutions must enter into dual enrollment articulation agreements with qualified private secondary schools in its geographic service area seeking to offer dual enrollment courses to its students. TCC has worked with the local private schools that have requested access to dual enrollment for their students. These agreements parallel the agreements made with public school boards. TCC proposes an additional private school agreement with Capital Preparatory, a new school requesting an articulation agreement with TCC.

### **Funding/ Financial Implications**

Dual enrollment students pay no tuition, fees, lab, or online course fees. Per the 1009.30, F.S. and Rule 6A-20.0282, Florida Administrative Code (F.A.C.), Dual Enrollment Scholarship Program, private schools will not be invoiced for the 2022-23 academic year. TCC will submit reimbursement requests to the Florida Department of Education during fall and spring semesters. The school districts are responsible for the cost of the instructor if the course is taught at the high school site by a TCC instructor.

### **Past Actions by the Board**

The Board approves these agreements annually.

### **Recommended Action**

Approve the articulation agreement.

# 2022 – 2023 Dual Enrollment Articulation Agreement

## Capital Preparatory and Tallahassee Community College

### Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee Community College, hereinafter referred to as TCC, and the District School Board of Capital Preparatory, hereinafter referred to as the School Board. The term of this agreement shall commence upon signing and shall end July 31, 2023.

The local Articulation Committee shall consist of the following: Committee members from the School Board will be appointed by the Superintendent of the School Board or designee. Committee members from TCC will be appointed by the President of TCC or designee.

Either party may cancel this Agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This Agreement may be amended only by written communication signed by the Superintendent of the District School Board of Capital Preparatory and the President of Tallahassee Community College.

### I. A ratification or modification of all existing articulation agreements

This agreement replaces any existing agreement with TCC and the School Board regarding the Dual Enrollment Articulation Agreement existing as of the start of the term set forth above.

### II. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through educational planning and guidance process. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on TCC's Dual Enrollment website.

It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

### **III. A delineation of courses and programs available to students eligible to participate in dual enrollment**

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

Students enrolled as dual enrollment, early admission, or career dual enrollment shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as dual enrollment, early admission, and career dual enrollment, will be eligible to participate in both high school and college activities as appropriate including graduation and other extracurricular activities. Participation in all college activities must be approved by the Vice President for Student Affairs.

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available upon request. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the agreement.

College courses are offered on the main campus, high school campuses, and through distance learning.

#### **Early Admission Dual Enrollment**

Early Admission shall be a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis (minimum of 12 credit hours and maximum of 15 credit hours) in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Early admitted students will be exempt from the payment of registration, tuition, and laboratory fees. Both the high school and TCC must approve Early Admission for a high school student each semester.

#### **Career Dual Enrollment**

Career dual enrollment is a curricular option of elective credits toward earning the high school diploma and completing a career-preparatory certificate program (PSAV). Career dual enrollment is not intended to enable students to take isolated courses unrelated to a program. The School Board will inform all students of the options available and the eligibility criteria.

For 2022-2023, career dual enrollment through TCC is available.

**IV. A description of the process by which students and their parents exercise options to participate in the dual enrollment program**

**Application Process for New Dual Enrollment Students**

Step 1: Complete TCC Online Application.

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form.

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator, or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

**Application Process for Early Admission Students**

Step 1: Complete TCC Online Application.

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form.

Step 4: Complete the Permission for Early Admission Form with your guidance counselor.

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator, or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- Permission for early admission form
- High school transcript (please use the FASTER system)

Step 7: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

**Withdrawing from classes and Schedule Changes**

Dual enrollment students must comply with the drop/add and withdrawal policies and deadlines published by TCC.

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC’s Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student’s schedule, the guidance counselor must submit a written request to TCC’s Dual Enrollment Coordinator before the deadline which is published on TCC’s dual enrollment website: [Click here for the Course Adjustment Form.](#)

**Sumer Enrollment**

Students are eligible to enroll in summer courses during all sessions offered. Graduating high school seniors are not be eligible to participate in dual enrollment during the summer. Graduating seniors who enroll in summer classes will be categorized as degree seeking college students and responsible for all instructional materials, tuition and fees assessed.

**Maximum Course Loads**

Traditional dual enrolled students are allowed a maximum of 11 credit hours each semester. All college courses taken must count towards high school credit. Early admission students are allowed a minimum of 12 credit hours and maximum of 15 credit hours each semester. All college courses taken must count towards high school credit. Special permission is required each semester for the early admission program.

**Testing and Alternative Placements for Dual Enrollment Eligibility**

Students will use the P.E.R.T., SAT, and ACT Reading scores to test for dual enrollment eligibility.

<b>P.E.R.T.</b>			
Reading	106	ENC 1101	
Writing	103		
Mathematics	114 -122	MAC1105C, MAT1033, MGF1106, MGF1107	
Mathematics	123	MAC 1105, STA 2023	
<b>SAT-I, The College Board</b>			
Reading	440	24	ENC 1101



Writing and Language	N/A	25	
Mathematics	440	24	MAC1105C, MAT1033, MGF1106, MGF1107
Mathematics	470	25.5	MAC 1105, STA 2023
<b>Enhanced ACT, American College Testing Program</b>			
Reading	19		ENC 1101
English	17		
Mathematics	19		MAC 1105C, MAT1033, MGF1106, MGF1107
Mathematics	21		MAC 1105, STA 2023
<b>Grade 10 FSA Reading</b>			
Reading	262		ENC 1101
<b>PSAT/NMSQT, The College Board</b>			
Reading	24		ENC 1101
English	25		
Mathematics	24		MAC1105C, MAT1033, MGF1106, MGF1107
<b>PreACT</b>			
Reading	22		ENC 1101
English	18		
Mathematics	22		MAC1105C, MAT1033, MGF1106, MGF1107
<b>ACCUPLACER, The College Board (Through January 2020)</b>			
Reading	83		ENC 1101
Sentence Skills	83		
Elem. Algebra	72		MAC1105C, MAT1033, MGF1106, MGF1107
<b>ACCUPLACER, The College Board (Since September 2019)</b>			
Reading	245		ENC 1101
Writing	245		
QAS (Quantitative Reasoning, Algebra, Stats)	242		MAC1105C, MAT1033, MGF1106, MGF1107
<b>End-of-Course Assessments (Taken at a Florida Public High School)</b>			
Algebra 1 or Geometry End-of-Course Assessment	4		MAC1105C, MAT1033, MGF1106, MGF1107

Performance in High School Coursework (Taken at a Florida Public High School)		
HS Algebra		
Algebra I Honors		
Math for College Liberal Arts		
HS Algebra II		
HS Algebra II Honors	B or Better and 3.0 GPA	MAC1105C, MAT1033, MGF1106, MGF1107
Math for College Algebra		
Math for College Statistics		
HS Pre-Calculus		
HS Trig		
HS Calculus		
English IV	B or Better and 3.0 GPA	
English IV Honors		ENC1101

Students must provide official score reports to TCC for ACT, SAT, and/or FSA Reading before being registered for courses. Scores must be less than two years old.

High schools must provide P.E.R.T. official score reports and P.E.R.T. test history if students plan to use high school P.E.R.T. scores.

It is the high schools' responsibility to provide P.E.R.T. for dual enrollment eligibility. TCC will work with the high schools and assist with P.E.R.T. testing for special circumstances.

V. **A list of any additional initial student eligibility requirements for participation in the dual enrollment program**

The statutory eligibility requirements for academic dual enrollment include: 3.0 unweighted high school GPA and demonstrated readiness for college coursework through scores on a common placement test (as established in State Board of Education Rule 6A-10.0315).

TCC defines readiness for college-level coursework as placement into college-level Mathematics and/or English and Reading.

Students who wish to enroll in dual enrollment prior to completing the 10<sup>th</sup> grade FSA or Florida Statewide Assessment Test will be required to place into college-level Mathematics and/or English and Reading to be eligible for the dual enrollment program. There are no exceptions to this rule.

Students who wish to enroll in dual enrollment after taking the 10<sup>th</sup> grade FSA or Florida Statewide Assessment and have appropriate scores (see *Table 1*) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.

Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through dual enrollment.

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outlined in [TCC's Student Handbook](#).

**Continued Enrollment for Academic Dual Enrollment**

Students must maintain a minimum 3.0 unweighted cumulative high school grade point average. Continued eligibility for college credit dual enrollment requires the maintenance of a 3.0 unweighted high school GPA.

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.00 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TCC GPA is below 2.00 or completion is below 75%. High school students are only allowed one grace period. Students earning below a C in any course will need to consult with their guidance counselor before registering for the same course.

**Early Admission Eligibility**

Students who wish to participate in early admission must be a high school senior and have an unweighted high school GPA of 3.5 or higher. Additionally, students must have a TCC GPA of 3.0 or higher.

**Continued Enrollment for Early Admission**

Students must maintain a minimum 3.5 unweighted cumulative high school GPA and a TCC GPA of 3.0.

**VI. A delineation of the high school credit earned for the passage of dual enrollment courses**

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement.

Other courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for dual enrollment credit and count toward high school graduation, including electives provided these courses are specified in this agreement.

Courses Not Specified on the List – Courses that are not listed in the Dual Enrollment Course – High School Subject Area Equivalency List that are taken through dual enrollment must be identified in the Dual Enrollment Articulation Agreement along with the number of high school credits to be awarded either as an elective or subject area credit.

**Courses not listed on the Dual Enrollment Course – High School Subject Area Equivalency List**

N/A

**VII. A description of the process for informing students and their parents of college-level course expectations**

Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations. TCC will inform students and parents of college-level course expectations through a dual enrollment orientation. TCC will also inform students and parents of college-level course expectations through the use of the course syllabus which is given to each student in each college-level course at the beginning of each semester.

**VIII. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis**

Section 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree.

Exceptions to High School Grade Point Averages Terms:

Upon recommendation by the principal or designee, a student with an unweighted GPA of 2.75-2.99 may enroll for a maximum of 6 hours of dual enrollment courses provided that the student has shown evidence of ability to do advanced level work through successful completion of Advanced Placement, Honors, or other advanced courses or supplemental work and provided that the student is in a high school college preparatory program in high school. Continuation of dual enrollment will require satisfactory progress in all college dual enrollment courses as defined in Section V of this agreement and successful completion of all high school courses with grades no lower than “B”. Documentation must be provided to TCC’s Academic Affairs designee.

Exceptions related to serious illness or other extenuating circumstances will be reviewed on a case by case basis and must be approved by both the principal and TCC’s Academic Affairs designee.

TCC will provide a form to the high school that must be completed, signed, and returned to TCC before the student will be allowed to continue in the program. A rationale for the exception must be stated on the form.

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine continued eligibility. The grace period can only be used once during the student’s high school matriculation.

**IX. Registration policies and procedures for dual enrollment courses as determined by the postsecondary institution**

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2<sup>nd</sup> options. The completed registration form will be given to TCC’s Dual Enrollment Coordinator who will register the student for courses that are available at the time the form is received.

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2<sup>nd</sup> options. The completed registration form will be given to TCC's Dual Enrollment Coordinator who will register the student for courses that are available at the time the form is received.

**2022-2023 Deadlines for High Schools:**

<b>Due Date</b>	<b>Activity</b>	<b>Responsible Party</b>
June 17 <sup>th</sup> , 2022 (Noon)	Last Day for students to submit all paperwork <u>and</u> test scores (as necessary) for enrollment in Summer 2022 June Express session	High school
July 21 <sup>st</sup> , 2022	Last Day to Withdraw a student from Summer 2022 B session (use withdrawal form)	
August 15 <sup>th</sup> , 2022	Last Day for students to submit all paperwork <u>and</u> test scores (as necessary) for enrollment in Fall 2022 semester. This includes registration for courses on the high school campus.	
August 22 <sup>nd</sup> , 2022	TCC First Day of Class	
August 23 <sup>rd</sup> , 2022	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school
November 1 <sup>st</sup> , 2022	Last Day to Withdraw a student (use withdrawal form)	
November 14 <sup>th</sup> , 2022	Deadline to make changes to course offerings at the high school for Spring 2023. Deadline to identify instructors.	High school
December 2 <sup>nd</sup> , 2022	TCC Last Day of Class	
December 5 <sup>th</sup> , 2022	Deadline for students to submit paperwork for Spring 2023 (applications, test scores, permission to register forms)	
December 12 <sup>th</sup> , 2022	Deadline to submit grades to TCC	High school
December 13 <sup>th</sup> , 2022	TCC Transcripts will be delivered to high schools	TCC
January 5 <sup>th</sup> , 2023	TCC First Day of Class	
January 11 <sup>th</sup> , 2023	Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)	High school

March 10 <sup>th</sup> , 2023	Deadline to Submit “Course Request for Dual Enrollment” Form for 2022-2023.	High school
March 24 <sup>th</sup> , 2023	Last Day to Withdraw a student	High school
April 21 <sup>st</sup> , 2023	TCC Last Day of Class	
May 1 <sup>st</sup> , 2023	Deadline to submit grades to TCC	High school
May 3 <sup>rd</sup> , 2023	Last Day for students to submit all paperwork <u>and</u> test scores (as necessary) for enrollment in Summer 2023 May Main and May Express sessions	High school
May 5 <sup>th</sup> , 2023	TCC transcripts will be delivered to high schools	TCC

**X. Exceptions, if any, to professional rules and guidelines for instructors teaching dual enrollment courses**

There are no exceptions.

**XI. Exceptions, if any, to rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members**

Dual enrollment courses are college courses both in content and outcomes. Dual enrollment instructors must meet the teaching credentials established by the Southern Association of Colleges and Schools (SACS). Section 1007.271(5)(a), F.S., governs dual enrollment faculty. These provisions were taken from the *Dual Enrollment Statement of Standards*, which was codified in State Board of Education Rule 6A 14.064, FAC.

Faculty who wish to teach college credit courses that are offered on the high school campuses must complete a [TCC Online Application](#) and all other procedures required by TCC’s Human Resources and Academic Divisions. Applicants must be recommended for hire by the appropriate Academic Dean/Director. Faculty must also adhere to the following guidelines (Florida Statutes, 1007.271 (5a):

Meet the qualifications required by TCC as identified in the TCC Faculty Credentials Manual. The qualifications apply to all faculty members regardless of the location of instruction. TCC requires compliance with these qualifications.

1. Provide TCC with an official copy of the postsecondary transcript.
2. Provide a copy of the current syllabus for each course taught to the discipline chair or department chair of the postsecondary institution before the start of each term. The content of each syllabus must meet the same standards

required for all college-level courses offered at TCC and must be approved by the appropriate TCC academic division.

3. Adhere to the professional rules, guidelines, and expectations stated in TCC's adjunct faculty handbook.
4. Adhere to the rules, guidelines, and expectations (which apply to faculty members) that are stated in TCC's student handbook.

Dual enrollment courses taught on the high school campus must meet the same competencies required for courses taught on the TCC campus. To ensure equivalent rigor with courses taught at TCC, the high school instructor will provide a comprehensive, cumulative end-of-course assessment and a series of assessments of all expected learning outcomes to the appropriate Dean or designee. The completed and scored assessments must be returned to TCC and held for one year (Florida Statutes, 1007.271 (6a)).

It is the responsibility of the high school dual enrollment specialist to notify TCC's Academic Affairs designee of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, TCC will decide what courses can be offered on the high school campus.

It is the responsibility of each instructor to check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify TCC's dual enrollment coordinator.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

Dual enrolled students taking courses on the high school campus must submit the same documentation as the students taking courses on TCC's main campus.

## **XII. Responsibilities of the School Board regarding determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program**

The School Board is responsible for determining if the student is eligible to be tested for the dual enrollment program. Students who have a 3.0 unweighted high school grade point average and who have an interest in participating in dual enrollment should be



referred to their high school guidance counselors to discuss the eligibility requirements for the program.

The high school must inform all students who plan to participate in dual enrollment of their obligation to complete an online TCC application.

The high school is responsible for advising students relative to ensuring that they meet the requirements for high school graduation. The high school is also responsible for advising students about Bright Futures.

It is TCC's responsibility to monitor student performance in TCC's dual enrollment courses. The School Board and TCC should exchange student transcripts in order to make sure that students are eligible to continue in the dual enrollment program.

TCC is responsible for assigning grades for dual enrollment courses. The School Board is prohibited from changing any grade (once assigned by the college) when posting it to the high school transcript.

### **XIII. Responsibilities of the Florida College System institution regarding transmission of student grades in dual enrollment courses to the school district**

TCC will transmit student transcripts to the School Board at the end of each semester.

### **XIV. Responsibilities for funding that delineates costs incurred by the school district and TCC**

Dual enrollment students shall be exempt from paying registration, matriculation, and laboratory fees.

#### Textbook Costs & ADA Accommodation Costs

TCC will provide the instructional materials to the dual enrollment student for each course taken. The School Board or student is responsible for obtaining instructional materials through the TCC Bookstore. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on TCC's campus will be covered by TCC. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on the high school campus will be covered by the School Board.

#### Standard Tuition Rate

Per the 1009.30, F.S. and Rule 6A-20.0282, Florida Administrative Code (F.A.C.), Dual Enrollment Scholarship Program, the School Board will not receive an invoice for the 2022-23 academic year.

TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the funds received from the Dual Enrollment Scholarship Program to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and to help prepare students for transition to college, to counsel students in meta-majors and programs of study, and to track and provide feedback to students on their progress. TCC will also provide high school faculty and counselor training for dual enrollment.

Instructional Costs

It is the responsibility of the School Board to provide full instructional costs for dual enrollment occurring on the high school site. For instruction occurring on the high school sites by college faculty, the School Board must reimburse TCC for the costs associated with the proportion of salary and benefits.

TCC cannot guarantee the availability of instructors for dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment courses offered at the high school.

TCC regularly uses high school faculty to teach both dual enrollment and regular TCC courses and incorporates training, mentoring, and assessment of these faculty into its regular adjunct program. Therefore, TCC's costs associated with instruction occurring on the high school site by TCC approved high school faculty who are paid by the School Board will be considered a normal part of TCC's obligation to its faculty for training and mentoring; no costs will be assessed.

Invoicing for Financial Obligations

Per the 1009.30, F.S. and Rule 6A-20.0282, Florida Administrative Code (F.A.C.), Dual Enrollment Scholarship Program, the School Board will not receive an invoice for the 2022-23 academic year.

However, each district will be required to verify student enrollment within 21 business days of TCC's Census date which is normally after the 5<sup>th</sup> day of class each semester.

**XV. Responsibilities for Student Transportation**

It is the student's responsibility to provide his or her own transportation.

**XVI. Responsibilities for services and resources that are available to students with disabilities who register for enrollment**

By this agreement, Section 1007.271(25), F.S., requires that the dual enrollment articulation agreement include services and resource that are available to students with disabilities who register for dual enrollment.

Tallahassee Community College provides services and facilities accessible to, and usable by, all qualified students with disabilities. The college will assure educational access by providing reasonable and appropriate accommodations to those students who provide the proper documentation. An Individual Education Program (I.E.P) filed with the student's home school will suffice as appropriate documentation to receive necessary accommodations.

The college provides physical, academic, and program access including: Extended time testing, Note-taking Services, Reader Services, Recorders, Audio Books via LearningAlly.org, E-Texts, Adaptive technology, Math accommodations, Sign Language interpreters, and Spelling accommodations.

**IN WITNESS WHEREOF**, the School Board of Capital Preparatory, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Tallahassee District Board of Trustees,  
Tallahassee Community College, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Tallahassee Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Capital Preparatory Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Capital Preparatory



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Fund Analysis - December

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**Item Description**

This item is to provide the Board a summary of the College's operating revenues and expenses as of 12/13/2022.

**Overview and Background**

As directed in the Florida Public Community College Accounting Manual, revenues from state appropriations, student tuition and fees, interest earned, and other contributions are recorded and monitored in the College's operating fund (fund 1). Expenditures for direct instruction expenses are also recorded in the operating fund.

In accordance with Florida Statutes (1011.01), the Board of Trustees must approve the College's operating fund budget each fiscal year. The College monitors the operating fund activity to ensure approved budget limits are maintained. Additionally, the Board has requested a report of all purchases over \$100,000, but less than \$325,000. The report for the month of December is attached to this item.

**Past Actions by the Board**

N/A.

**Funding/ Financial Implications**

The College continues to be in sound financial condition.

**Recommended Action**

Presented as an information item only.

**Tallahassee Community College Fund Analysis**  
**Unrestricted Current Fund**  
**As of December 14, 2022**

<b>REVENUE</b>	<b>December Actual</b>	<b>Month Budget</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Annual Budget</b>	<b>% of YTD Budget</b>
Student Fees	\$ 1,865,752	\$ 2,070,228	\$ 19,325,634	\$ 12,421,367	\$ 24,842,734	78%
State Support	2,554,737	3,080,652	15,900,369	18,483,915	36,967,829	43%
Federal Support	67,015	41,667	716,618	250,000	500,000	143%
Other Revenue	154,667	47,917	1,043,846	287,500	575,000	182%
Non-Revenue Sources	-	83,333	-	500,000	1,000,000	0%
<b>TOTAL REVENUE</b>	<b>4,642,171</b>	<b>5,323,797</b>	<b>36,986,467</b>	<b>31,942,782</b>	<b>63,885,563</b>	<b>58%</b>
<b>EXPENSES</b>	<b>December Actual</b>	<b>Month Budget</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Annual Budget</b>	<b>% of YTD Expenses</b>
<b><u>PERSONNEL COSTS</u></b>						
Administrative	290,319	317,146	1,782,452	1,902,878	3,805,756	47%
Instructional	1,070,875	1,133,698	6,495,378	6,802,190	13,604,381	48%
Non-Instructional	1,300,135	1,342,102	7,381,373	8,052,612	16,105,224	46%
OPS	616,300	508,165	2,942,347	3,048,990	6,097,979	48%
Personnel Benefits	953,677	897,685	5,346,878	5,386,112	10,772,223	50%
<b>TOTAL PERSONNEL COSTS</b>	<b>4,231,306</b>	<b>4,198,797</b>	<b>23,948,428</b>	<b>25,192,782</b>	<b>50,385,563</b>	<b>48%</b>
<b><u>CURRENT EXPENSES</u></b>						
Services	217,903	364,752	1,985,398	2,188,514	4,377,027	45%
Material & Supplies	43,013	236,344	1,366,011	1,418,067	2,836,133	48%
Other Current Charges	583,716	503,070	3,528,379	3,018,420	6,036,840	58%
<b>TOTAL CURRENT EXPENSES</b>	<b>844,632</b>	<b>1,104,167</b>	<b>6,879,788</b>	<b>6,625,000</b>	<b>13,250,000</b>	<b>52%</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>20,833</b>	<b>212,552</b>	<b>125,000</b>	<b>250,000</b>	<b>85%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 5,075,938</b>	<b>\$ 5,323,797</b>	<b>\$ 31,040,768</b>	<b>\$ 31,942,782</b>	<b>\$ 63,885,563</b>	<b>49%</b>

**Purchase Orders from \$100,000 to \$324,999 +**

**Issued in Nov & Dec 2022**

<b>Purchase Order</b>	<b>Purchase Order Date</b>	<b>Supplier</b>	<b>Total PO Amount</b>	<b>Description</b>	<b>Approval/Exemption</b>
PO-016660	11/21/2022	Florida Litfest, Inc.	123,000.00	Word of the South Festival of Literature and Music performances.	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(f) - Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.
PO-016678	11/29/2022	Comprehensive Adult Student Assessment Systems	283,040.00	Basic skills assessments and curriculum development for youth and adults.	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(e) - Services or commodities available only from a single or sole source.
PO-016678	12/1/2022	Clarity Activation Partners	110,000.00	Advertising and promotional benefits with Clarity Activation Partners.	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(e) - Services or commodities available only from a single or sole source.
PO-016678	12/2/2022	Bally Sports Florida	200,000.00	Advertising and promotional benefits with Fox Sports Florida/Sun Sports.	Exempt from the solicitation process, per FAC 6A-14.0734 (2)(h) - Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Construction Status Report

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**Item Description**

This item describes the status of various construction, renovation, remodeling and site improvement projects at all TCC locations for the Board of Trustees.

**Overview and Background**

The attached Construction Status report details the noteworthy construction and renovation projects being undertaken to support the educational mission of the College.

**Past Actions by the Board**

None.

**Funding/ Financial Implications**

All construction and renovation projects are funded prior to approval, with most being funded from capital improvement fees.

**Recommended Action**

Presented as an information item only.



## CONSTRUCTION STATUS REPORT – AS OF *DECEMBER 2022 & JANUARY 2023*

### MAIN CAMPUS (SITE 1)

TASK	% COMPLETE	DUE DATE	NOTES
TCC COVID Air Quality Upgrades to HVAC	98%	February 2023	Scope includes multiple technologies that will best integrate with the existing campus HVAC equipment to provide the maximum air quality improvements
AP 160 Classroom Renovation	10%	TBD	Converting to a Dental Sim Lab. Design and development underway
TPP 182 renovation	100%	December 2022	Complete
Lactation Room – Library	100%	December 2022	Complete
CH 141,144,145 Foreign Language Labs Conversion to new Classroom	10%	TBD	Design and development underway
Student Union Bldg#35 1 <sup>st</sup> Floor/Food Court Renovation	90%	December 2022	Pending A/V
Administration Bldg#27 Lobby	15%	TBD	Further design and development underway
Sidewalk Repairs, Elimination of Trip Hazards	Continuous	On-going	Repaired 1,645 Trip Hazards and Replaced 48 sections of Sidewalk
State DM - Elevator Door Lock Monitoring Systems Bldg#1,2,5,6,8,9,11N,11S,12,18,27,30,35,39,41	5%	12/31/2023	See individual building updates below
Elevator Upgrades at SMA Bldg#02	100%	October 2022	Complete
Elevator Upgrades at SU Bldg#35	10%	TBD	PO issued; materials on order
Elevator Upgrades at DH Bldg#06	10%	TBD	PO issued; materials on order
Elevator Upgrades at AC Bldg#08	10%	TBD	PO issued; materials on order
Athletics – LS Interior Renovation and Softball/Baseball Complex Improvements	10%	TBD	CM Awarded to Southern Standard Construction, GMP in progress
Baseball Fieldhouse Window Replacement	20%	TBD	Drawings received; contractor mobilizing
Athlete Weight Room	50%	March 2023	Construction in progress

Flagpole Memorial Garden	90%	January 2023	Irrigation installed; seasonal foliage being planted
CUP Renovation and Infrastructure	50%	TBD	Work in progress
CUP Control Room and ADA Restrooms	15%	TBD	Design Drawings received
Desigo Server/VLAN Migration	80%	January 2023	In progress
State DM - Roof Restorations TPP 11, DH 6, AP 3, MLH 4 - Four Buildings with One Contiguous Roof	10%	TBD	Contract pending January 2023 BOT Approval
State DM - Roof Restoration Mailroom (MR) Bldg#57	10%	TBD	Contract pending January 2023 BOT Approval
Roof Replacement – Landscaping Bldg#58	100%	January 2023	Complete
State DM - 15KV Electrical Underground Infrastructure	10%	TBD	Design drawings approved
Emergency Electrical Repairs	100%	December 2022	Complete
Carpet/LVT Replacements	I/P	In Progress	AC Bldg#8, Floors 1-3 - In Progress AP Bldg#3, 1 <sup>st</sup> Floor – On Hold <i>Cashiers Office – Complete</i> <i>CT Bldg#41, Hallways – Complete</i> <i>SS Bldg#17, Three Offices – Complete</i> <i>WD Bldg#38, 2<sup>nd</sup> Floor Lobby – Complete</i> <i>DH Bldg#06, Main Clinic, Reception area 100 and Classroom 141 - Complete</i>
Install Dental Lab Patient Chairs	100%	December 2022	Complete
Ceramic/Vinyl Floors Soft scrub in AC Bldg#8	100%	November 2022	Complete
Northside Driveway Extension	10%	TBD	Survey and Storm Water Runoff being reviewed, gates being relocated and drive modified
Phase 1 North Driveway Extension	100%	January 2023	Complete
Truck Driving School Asphalt	100%	December 2022	Complete
Truck Driving School Parking Lot Asphalt	100%	January 2023	Complete
Truck Driving Testing Course Asphalt	100%	December 2022	Complete

Re-Lamp Ballfield	100%	December 2022	Complete
Richardson Bldg#21 1 <sup>st</sup> Floor Interior Ceiling Replacement	100%	December 2022	Complete
AMTC Monument Sign	100%	December 2022	Complete
Transfer of Electrical Bldg#16 to Leon County School Board	10%	March 2023	Land survey completed; Environmental Survey Phase I in progress; awaiting LCS and TCC BOT approval
Annual Bleacher Inspections – Baseball, Softball and Lifetime Sports	10%	February 2023	PO issued
Parking Garage Bldg#37 Inspection/Survey	10%	March 2023	PO issued
Rain Gutter Repairs – SU Bldg#35 and AD Bldg#27	15%	January 2023	In progress
Dale Mabry Museum	5%	TBD	Dale Mabry Museum Foundation received Grant for relocation of Quonset Hut and Site Improvement

SUSTAINABILITY	% COMPLETE	DUE DATE	NOTES
Hydration Stations	Continuous	On-going	Prevented 385,000 Plastic Bottles from going to landfills
Recycled Plastic Lumber/Furniture	Continuous	On-going	Prevented 1,803,000 Plastic Bags from going to landfills
CO2 Avoidance	Continuous	On-going	Prevented 19,250 lbs. of CO2 from being released into the atmosphere

### GADSDEN SERVICE CENTER (SITE 2)

TASK	% COMPLETE	DUE DATE	NOTES
None to report			

### FLORIDA PUBLIC SAFETY INSTITUTE (SITE 3)

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TASK	% COMPLETE	DUE DATE	NOTES
Dining Facility Bldg#8 (IAQ)	95%	January 2023	Indoor air quality; Parts received
FPSI Master Plan	15%	April 2023	In progress
State DM - Elevator Door Lock Monitoring Systems Bldg#3	5%	April 2023	PO Issued
State DM - Replace Chillers, Pumps and Install VFD's at Bldg#4	5%	January 2024	Quote pending January BOT approval
Range Building Erosion Control	10%	TBD	A/E Services underway

### CENTER FOR INNOVATION (SITE 4)

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TASK	% COMPLETE	DUE DATE	NOTES
CFI 2 <sup>nd</sup> Floor Renovation	95%	December 2022	Furniture on order, Estimated Ship Date March 2023
State DM - CFI Exterior Envelope (Walls & Windows)	5%	TBD	CM Award pending January BOT approval; DD's in Progress
State DM - CFI Exterior Staircases	5%	TBD	CM Award pending January BOT approval; DD's in Progress
CFI – Lower Level Improvements	5%	TBD	Contractor Reviewing existing modular cubicles.

### GHAZVINI CENTER FOR HEALTHCARE EDUCATION (SITE 5)

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TASK	% COMPLETE	DUE DATE	NOTES
Ghazvini Simulator Expansion	95%	December 2022	Door locks, misc. items and punch list being finalized
Ghazvini Patio Solar Panel System	10%	April 2023	Construction underway
DAS System	10%	April 2023	Pending completion of Solar Panels
Install Walkway to TMH Lower Parking Area	0%	TBD	Obtaining quote and MOU with TMH

## WAKULLA ENVIRONMENTAL INSTITUTE (SITE 6)

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TASK	% COMPLETE	DUE DATE	NOTES
WEI Master Plan	15%	April 2023	In progress
Infrastructure	10%	TBD	In progress
Irrigation Well	10%	TBD	Contract Issued
Sink Hole Remediation	50%	TBD	Pending results of Boring and Survey analysis

## FOUNDATION CLASSROOM RENOVATION SUMMARY

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Renovated Classroom(s)	Cost to Date
<b>SM 118</b> - Classroom Renovations	\$ 42,419.96
<b>CH 233</b> - Classroom Renovations	\$ 19,166.32
<b>CH 234</b> - Classroom Renovations	\$ 19,151.32
<b>SM 114</b> - Classroom Renovations	\$ 21,744.29
<b>SM 211</b> - Classroom Renovations	\$ 27,774.36
<b>SM 129</b> – Classroom Renovations	\$ 42,569.77



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Sale of Real Property – 3969 Century Park Circle, North

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**Item Description**

This item requests Board approval of the sale of real property located at 3969 Century Park Circle North and identified as Parcel ID#21-32-25-000-0090 (part of 21-32-25-000-0080), for the amount of \$932,500.

**Overview and Background**

Provided is the executed Commercial Contract for Sale which makes the sale contingent upon approval by the Board of Trustees of Tallahassee Community College.

Also provided is the appraisal report summary dated October 27, 2022, which estimated market value at \$900,000.

**Funding/ Financial Implications**

An increase to Fund 7 for the contracted sale amount.

**Past Actions by the Board**

The Board approved disposal of this real property on April 18, 2022.

**Recommended Action**

Approve the sale of real property as presented.



**Commercial Contract**

1 **1. PARTIES AND PROPERTY:** POSS, LLC ("Buyer")

2 agrees to buy and The District Board of Trustees of Tallahassee Community College ("Seller")

3 agrees to sell the property at:

4 Street Address: 3969 CENTURY PARK CIR N, TALLAHASSEE, FL 32304

5 \_\_\_\_\_

6 Legal Description: CENTURY PARK WEST LOT 9 OR 1014/780 2328/825 2389/1720

7 \_\_\_\_\_

8 and the following Personal Property: None

9 \_\_\_\_\_

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 932,500.00

12 (a) Deposit held in escrow by: Smith Thompson Shaw \$ 10,000.00  
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 3520 Thomasville Rd Tallahassee, FL Phone: 85040241

15 (b) Additional deposit to be made to Escrow Agent  
16  within 3 days (3 days, if left blank) after completion of Due Diligence Period or  
17  within \_\_\_\_\_ days after Effective Date \$ 0.00

18 (c) Additional deposit to be made to Escrow Agent  
19  within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
20  within \_\_\_\_\_ days after Effective Date \$ 0.00

21 (d) Total financing (see Paragraph 5) \$ 720,000.00

22 (e) Other \$ \_\_\_\_\_

23 (f) All deposits will be credited to the purchase price at closing.  
24 Balance to close, subject to adjustments and prorations, to be paid  
25 via wire transfer. \$ 202,500.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**  
29 and **Buyer** and an executed copy delivered to all parties on or before November 29, 2022, this offer  
30 will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be  
31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**  
33 -. Calendar days will be used when computing time periods, except time periods of 5  
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**

38 (a) **Closing Date:** This transaction will be closed on January 19, 2023 (Closing Date), unless  
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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41 on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after  
42 the insurance underwriting suspension is lifted.

43 **(b) Location:** Closing will take place in Leon County, Florida. (If left blank, closing will take place in the  
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before 5 days (5 days if left blank) after Effective Date, **Buyer** will apply for third  
47 party financing in an amount not to exceed 80% of the purchase price or \$ \_\_\_\_\_, with a fixed  
48 interest rate not to exceed 6% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or  
49 commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized  
50 over \_\_\_\_\_ years, with additional terms as follows:

51 \_\_\_\_\_  
52 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any  
53 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left  
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close  
55 the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage  
56 broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon  
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable  
58 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank)  
59 deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.  
60 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter.  
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of  
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer**  
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and  
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or  
65 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both  
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving  
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use  
68 good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction  
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms  
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-  
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
73 deed  special warranty deed  other \_\_\_\_\_, free of liens, easements and  
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other  
76 matters to which title will be subject) \_\_\_\_\_

77 \_\_\_\_\_;  
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
79 Property as \_\_\_\_\_.

80 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
81 and pay for the title search and closing services. **Seller** will, at (check one)  **Seller's**  **Buyer's** expense and  
82 within \_\_\_\_\_ days after Effective Date or at least \_\_\_\_\_ days before Closing Date deliver to **Buyer** (check one)  
83  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by  
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase  
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and  
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.  (ii.) an  
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed  
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy  
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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91 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such  
92 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

93 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
94 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)  
95 **Buyer** delivers proper written notice and **Seller** cures the defects within 14 days from receipt of the notice  
96 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the  
97 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the  
98 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be  
99 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days  
100 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept  
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 **(c) Survey:** (check applicable provisions below)

103  **Seller** will, within 3 days from Effective Date, deliver to **Buyer** copies of prior surveys,  
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this  
105 transaction:

106 \_\_\_\_\_  
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this  
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the  
109 date this Contract is terminated.

110  **Buyer** will, at  **Seller's**  **Buyer's** expense and within the time period allowed to deliver and examine  
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
112 encroachments on the Property or that the improvements encroach on the lands of another,  **Buyer** will  
113 accept the Property with existing encroachments  such encroachments will constitute a title defect to be  
114 cured within the Curative Period.

115 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

116 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,  
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**  
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially  
119 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a  
120 refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required  
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ \_\_\_\_\_ (1.5% of  
122 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any  
123 defects in the Property. (Check **(a)** or **(b)**)

124  **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
125 condition.

126  **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due  
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the  
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which  
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,  
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,  
132 state and regional growth management and comprehensive land use plans; availability of permits, government  
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground  
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to  
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property  
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in  
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the  
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable  
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter  
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from  
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from  
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**  
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without  
144 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the  
146 Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a  
147 result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that  
148 **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

149 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the  
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any  
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting  
155 vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted  only with  
156 **Buyer's** consent  without **Buyer's** consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
158 the norms where the Property is located.

159 (a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at  
160 closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
161 mailboxes, and security systems.

162 (b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing  
163 statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and  
164 recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or  
165 prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

166 (c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
167 service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each  
168 service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its  
169 contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer,  
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if  
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or  
173 **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the  
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the  
175 **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will  
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the  
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the  
178 requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement,  
179 mortgages and notes, security agreements, and financing statements.

180 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
181 payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance  
182 premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the  
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
187 will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will  
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
189 beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the  
190 Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing  
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
192 completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last  
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
194 does not apply to condominium association special assessments.

195 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA,  
196 **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will  
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or  
199 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
200 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
201 requirement.

202 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,  
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the  
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to  
205 **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent  
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed  
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator  
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over  
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all  
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate  
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items  
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs  
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs  
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
217 complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after  
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable  
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,  
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.  
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual  
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the  
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will  
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this  
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than  
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other  
228 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
230 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit  
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make  
234 the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby  
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek  
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the  
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1)  
239 retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
241 specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1)  
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without  
243 waiving any remedy for **Buyer's** default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
245 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable  
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
250 representing a party will be as effective as if given by or delivered to that party.

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**17. DISCLOSURES:**

**(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

**18. RISK OF LOSS:**

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is not assignable  is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** Harbor Point Realty (AP) Paul Parker,  
(Company Name) (Licensee)  
14 Medallion Lane Crawfordville 32327 (850) 349-9599 (850) 270-1084 paul@harborpointrealty.com,  
(Address, Telephone, Fax, E-mail)

who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  **Seller**  **Buyer**  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_

**(b) Buyer's Broker:** Harbor Point Realty Paul B Parker,  
(Company Name) (Licensee)  
\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

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302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  **Seller's Broker**  **Seller**  **Buyer**  both parties pursuant to  an MLS offer of compensation  other (specify)  
304

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

315  (A) Arbitration  (E) Seller Warranty  (I) Existing Mortgage  
316  (B) Section 1031 Exchange  (F) Coastal Construction Control Li  (J) Buyer's Attorney Approval  
317  (C) Property Inspection and Repair  (G) Flood Area Hazard Zone  (K) Seller's Attorney Approval  
318  (D) Seller Representations  (H) Seller Financing  Other \_\_\_\_\_

319 **23. ADDITIONAL TERMS:**

320 Purchase contingent upon Buyer's simultaneous purchase of the adjacent property at 3935 Century Park Circle (Lot 8  
321 Century Park West).

322 \_\_\_\_\_  
323 Sale contingent upon the Board of Trustees approving that the sale price is in the best interest of the public and the  
324 College.

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer PMFP (L) (\_\_\_\_) and Seller BKW (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so.

358 Pam Mills for POSS, LLC Date: 11/28/2022  
(Signature of Buyer)

359 Pam Mills for POSS, LLC Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

360 Title: Chief Executive Officer Telephone: \_\_\_\_\_

361 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

362 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

364 Buyer's Address for purpose of notice 2910 Kerry Forest Parkway D-4 202, Tallahassee, FL 32309

365 Facsimile: \_\_\_\_\_ Email: Pam@possmedical.com

366 Barbara K. Wills Date: 11/30/2022  
(Signature of Seller)

367 Barbara Wills, Vice President Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

368 Title: Vice President for Administration Telephone: \_\_\_\_\_

369 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

370 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: \_\_\_\_\_

373 Facsimile: \_\_\_\_\_ Email: Barbara.wills@tcc.fl.edu

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## SUMMARY OF IMPORTANT CONCLUSIONS

### PROPERTY IDENTIFICATION

3969 Century Park Cir N  
Lot 9, Century Park West  
Tallahassee, FL 32304  
Leon County  
Parcel ID#: 21-32-25-000-0090 (part of 21-32-25-000-0080)

### OWNER OF RECORD

Tallahassee Community College  
District Board of Trustees  
444 Appleyard Dr  
Tallahassee, FL 32304

### PROPERTY DESCRIPTION

A 9,821 square foot metal warehouse constructed in 1974 and situated on a corner lot comprised of 25,700 square feet (0.59 acre), zoned M-1 (Light Industrial). There is a finished office with 1,545sf and 8,276sf of warehouse.

### USE AS OF THE EFFECTIVE DATE OF THIS APPRAISAL

Distribution Warehouse

### HIGHEST AND BEST USE

AS VACANT: Light Industrial  
AS IMPROVED: Distribution Warehouse

### ESTIMATE OF MARKET VALUE

\$900,000 Total Value  
\$90,000 Land Value (10% land-to-value ratio)

### DATE

Effective Date of Appraisal: October 10, 2022  
Date of Report: October 27, 2022



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Sale of Real Property 3935 Century Park Circle North

---

**Item Description**

This item requests Board approval of the sale of real property located at 3935 Century Park Circle North and identified by Parcel ID# 21-32-25-000-0080, for the amount of \$258,000.

**Overview and Background**

Provided is the executed Commercial Contract for Sale which makes the sale contingent upon approval by the Board of Trustees of Tallahassee Community College.

Also provided is the appraisal report summary dated October 27, 2022, which estimated market value at \$240,000.

**Funding/ Financial Implications**

An increase to Fund 7 for the contracted sale amount.

**Past Actions by the Board**

The Board approved disposal of this real property on April 18, 2022.

**Recommended Action**

Approve the sale of real property as presented.





**Commercial Contract**

1 **1. PARTIES AND PROPERTY:** POSS, LLC ("Buyer")

2 agrees to buy and The District Board of Trustees of Tallahassee Community College ("Seller")

3 agrees to sell the property at:

4 Street Address: 3935 CENTURY PARK CIR N, TALLAHASSEE, FL 32304

5 \_\_\_\_\_

6 Legal Description: CENTURY PARK WEST LOT 8 OR 1014/780 2328/825 2389/1720

7 \_\_\_\_\_

8 and the following Personal Property: None

9 \_\_\_\_\_

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 258,000.00

12 (a) Deposit held in escrow by: Smith Thompson Shaw \$ 5,000.00  
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 3520 Thomasville Rd Tallahassee, FL Phone: (850) 402-41

15 (b) Additional deposit to be made to Escrow Agent  
16  within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
17  within \_\_\_\_ days after Effective Date \$ 0.00

18 (c) Additional deposit to be made to Escrow Agent  
19  within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
20  within \_\_\_\_ days after Effective Date \$ 0.00

21 (d) Total financing (see Paragraph 5) \$ 192,000.00

22 (e) Other \$ 0.00

23 (f) All deposits will be credited to the purchase price at closing.  
24 Balance to close, subject to adjustments and prorations, to be paid  
25 via wire transfer. \$ 61,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**  
29 and **Buyer** and an executed copy delivered to all parties on or before November 29, 2022, this offer  
30 will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be  
31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**  
33 -. Calendar days will be used when computing time periods, except time periods of 5  
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**

38 (a) **Closing Date:** This transaction will be closed on January 19, 2023 (Closing Date), unless  
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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41 on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after  
42 the insurance underwriting suspension is lifted.

43 **(b) Location:** Closing will take place in Leon County, Florida. (If left blank, closing will take place in the  
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before 5 days (5 days if left blank) after Effective Date, **Buyer** will apply for third  
47 party financing in an amount not to exceed 80% of the purchase price or \$ \_\_\_\_\_, with a fixed  
48 interest rate not to exceed 6% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or  
49 commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized  
50 over \_\_\_\_\_ years, with additional terms as follows:

51 \_\_\_\_\_  
52 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any  
53 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left  
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close  
55 the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage  
56 broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon  
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable  
58 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank)  
59 deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.  
60 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter.  
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of  
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer**  
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and  
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or  
65 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both  
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving  
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use  
68 good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction  
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms  
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-  
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
73 deed  special warranty deed  other \_\_\_\_\_, free of liens, easements and  
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other  
76 matters to which title will be subject) \_\_\_\_\_

77 \_\_\_\_\_;  
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
79 Property as \_\_\_\_\_.

80 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
81 and pay for the title search and closing services. **Seller** will, at (check one)  **Seller's**  **Buyer's** expense and  
82 within \_\_\_\_\_ days after Effective Date or at least 7 days before Closing Date deliver to **Buyer** (check one)  
83  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by  
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase  
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and  
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.  (ii.) an  
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed  
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy  
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

**Buyer** PMFP (\_\_\_\_\_) and **Seller** BKW (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such  
92 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

93 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
94 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)  
95 **Buyer** delivers proper written notice and **Seller** cures the defects within 14 days from receipt of the notice  
96 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the  
97 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the  
98 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be  
99 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days  
100 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept  
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 **(c) Survey:** (check applicable provisions below)

103  **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys,  
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this  
105 transaction:

106 \_\_\_\_\_  
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this  
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the  
109 date this Contract is terminated.

110  **Buyer** will, at  **Seller's**  **Buyer's** expense and within the time period allowed to deliver and examine  
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
112 encroachments on the Property or that the improvements encroach on the lands of another,  **Buyer** will  
113 accept the Property with existing encroachments  such encroachments will constitute a title defect to be  
114 cured within the Curative Period.

115 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

116 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,  
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**  
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially  
119 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a  
120 refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required  
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ \_\_\_\_\_ (1.5% of  
122 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any  
123 defects in the Property. (Check **(a)** or **(b)**)

124  **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
125 condition.

126  **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due  
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the  
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which  
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,  
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,  
132 state and regional growth management and comprehensive land use plans; availability of permits, government  
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground  
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to  
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property  
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in  
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the  
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable  
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter  
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from  
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from  
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**  
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without  
144 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

**Buyer** PMFP (\_\_\_\_\_) and **Seller** BKW (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the  
146 Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a  
147 result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that  
148 **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

149 **(c) Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the  
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any  
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting  
155 vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted  only with  
156 **Buyer's** consent  without **Buyer's** consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
158 the norms where the Property is located.

159 **(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at  
160 closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
161 mailboxes, and security systems.

162 **(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing  
163 statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and  
164 recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or  
165 prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

166 **(c) Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
167 service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each  
168 service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its  
169 contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer,  
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if  
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or  
173 **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the  
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the  
175 **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will  
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the  
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the  
178 requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement,  
179 mortgages and notes, security agreements, and financing statements.

180 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
181 payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance  
182 premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the  
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
187 will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will  
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
189 beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the  
190 Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing  
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
192 completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last  
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
194 does not apply to condominium association special assessments.

195 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA,  
196 **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will  
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or  
199 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
200 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
201 requirement.

202 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,  
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the  
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to  
205 **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent  
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed  
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator  
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over  
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all  
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate  
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items  
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs  
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs  
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
217 complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after  
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable  
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,  
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.  
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual  
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the  
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will  
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this  
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than  
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other  
228 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
230 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit  
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make  
234 the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby  
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek  
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the  
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1)  
239 retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
241 specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1)  
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without  
243 waiving any remedy for **Buyer's** default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
245 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable  
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
250 representing a party will be as effective as if given by or delivered to that party.

**Buyer** (PMFP) (\_\_\_\_\_) and **Seller** (BKW) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of  
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the  
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not  
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
263 and radon testing may be obtained from your county public health unit.

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will  
268 bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to  
269 **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and  
270 **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim  
271 to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any  
272 such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of  
273 the **Buyer**.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
275 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this  
276 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of  
277 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at  
278 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate  
279 with and assist **Buyer** in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is not  
281 assignable  is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement  
282 to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This  
283 Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if  
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.  
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a  
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** Harbor Point Realty \_\_\_\_\_,  
295 (Company Name) (Licensee)  
\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

296 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
297  **Seller**  **Buyer**  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_  
298 \_\_\_\_\_

299 **(b) Buyer's Broker:** Harbor Point Realty \_\_\_\_\_,  
300 (Company Name) (Licensee)  
\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

301 **Buyer** PMFP (\_\_\_\_\_) and **Seller** BKW (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  **Seller's Broker**  **Seller**  **Buyer**  both parties pursuant to  an MLS offer of compensation  other (specify)  
304

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

- 315  (A) Arbitration  (E) Seller Warranty  (I) Existing Mortgage  
316  (B) Section 1031 Exchange  (F) Coastal Construction Control Li  (J) Buyer's Attorney Approval  
317  (C) Property Inspection and Repair  (G) Flood Area Hazard Zone  (K) Seller's Attorney Approval  
318  (D) Seller Representations  (H) Seller Financing  Other \_\_\_\_\_

319 **23. ADDITIONAL TERMS:**

320 Purchase contingent upon Buyer's simultaneous purchase of the adjacent property at 3969 Century Park Circle (Lot 9  
321 Century Park West).

322 Sale contingent upon the Board of Trustees approving that the sale price is in the best interest of the public and the  
323 College.

324 \_\_\_\_\_  
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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer PMFP (L) (\_\_\_\_) and Seller BKW (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so.

358 Pam Mills for POSS, LLC Date: 11/28/2022  
(Signature of Buyer)

359 Pam Mills for POSS, LLC Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

360 Title: Chief Executive Officer Telephone: \_\_\_\_\_

361 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

362 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

364 Buyer's Address for purpose of notice 2910 Kerry Forest Pkwy Ste D4 Tallahassee, FL 32309

365 Facsimile: \_\_\_\_\_ Email: pam@possmedical.com

366 Barbara K. Wills Date: 11/30/2022  
(Signature of Seller)

367 Barbara Wills, Vice President Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

368 Title: Vice President for Administrative Services Telephone: \_\_\_\_\_

369 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

370 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: \_\_\_\_\_

373 Facsimile: \_\_\_\_\_ Email: Barbara.wills@tcc.fl.edu

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Buyer PMFP (\_\_\_\_\_) (\_\_\_\_\_) and Seller BKW (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



## SUMMARY OF IMPORTANT CONCLUSIONS

### PROPERTY IDENTIFICATION

3935 Century Park Cir N  
Lot 8, Century Park West  
Tallahassee, FL 32304  
Leon County  
Parcel ID#: 21-32-25-000-0080

### OWNER OF RECORD

Tallahassee Community College  
District Board of Trustees  
444 Appleyard Dr  
Tallahassee, FL 32304

### PROPERTY DESCRIPTION

A 3,200 square foot metal warehouse constructed in 1982 and situated on an interior lot comprised of 20,000 square feet (0.46 acre), zoned M-1 (Light Industrial). The warehouse is divided into 8 units for mini-storage purposes.

### USE AS OF THE EFFECTIVE DATE OF THIS APPRAISAL

Storage warehouse

### HIGHEST AND BEST USE

AS VACANT: Light Industrial  
AS IMPROVED: Self-storage mini-warehouse

### ESTIMATE OF MARKET VALUE

\$240,000 Total Value  
\$70,000 Land Value (29% land-to-value ratio)

### DATE

Effective Date of Appraisal: October 10, 2022  
Date of Report: October 27, 2022



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Sale of Real Property – 3970 Century Park Circle South

---

**Item Description**

This item requests Board approval of the sale of real property located at 3970 Century Park Circle South and identified as Parcel ID#21-32-25-000-0160 (part of 21-32-25-000-0140), for the amount of \$479,900.

**Overview and Background**

Provided is the executed Commercial Contract for Sale which makes the sale contingent upon approval by the Board of Trustees of Tallahassee Community College.

Also provided is the appraisal report dated October 27, 2022, which estimated market value at \$435,000.

**Funding/ Financial Implications**

An increase to Fund 7 for the contracted sale amount.

**Past Actions by the Board**

The Board approved disposal of this real property on April 18, 2022.

**Recommended Action**

Approve the sale of real property as presented.



Commercial Contract

1. PARTIES AND PROPERTY: Lakshmi Group of North Florida ("Buyer")

agrees to buy and TALLAHASSEE COMMUNITY COLLEGE ("Seller")

agrees to sell the property at:

Street Address: 3970 Century Park Circle South

Legal Description: 2132250000140 Lot 16 of Century Park West

and the following Personal Property:

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 479,900.00

(a) Deposit held in escrow by: Smith Thompson Shaw Colón & Power ("Escrow Agent") \$ 10,000.00

Escrow Agent's address: 3520 Thomasville Road Phone: 8508934105

(b) Additional deposit to be made to Escrow Agent within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or within \_\_\_ days after Effective Date \$

(c) Additional deposit to be made to Escrow Agent within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or within \_\_\_ days after Effective Date \$

(d) Total financing (see Paragraph 5) \$ 383,920.00

(e) Other \$

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. \$ 85,980.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before December 9, 2022, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or December 9, 2022. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on March 7, 2023 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (Signature) and Seller BKW (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

41 on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after  
42 the insurance underwriting suspension is lifted.

43 **(b) Location:** Closing will take place in Leon County, Florida. (If left blank, closing will take place in the  
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third  
47 party financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_, with a fixed  
48 interest rate not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or  
49 commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized  
50 over \_\_\_\_\_ years, with additional terms as follows:

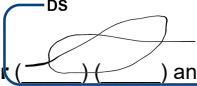

51 TERMS ACCEPTABLE TO BUYER

52 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any  
53 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left  
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close  
55 the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage  
56 broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon  
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable  
58 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank)  
59 deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.  
60 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter.  
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of  
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer**  
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and  
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or  
65 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both  
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving  
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use  
68 good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction  
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms  
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-  
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
73 deed  special warranty deed  other \_\_\_\_\_, free of liens, easements and  
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other  
76 matters to which title will be subject) \_\_\_\_\_

77 \_\_\_\_\_;  
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
79 Property as \_\_\_\_\_

80 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
81 and pay for the title search and closing services. **Seller** will, at (check one)  **Seller's**  **Buyer's** expense and  
82 within \_\_\_\_\_ days after Effective Date or at least 10 days before Closing Date deliver to **Buyer** (check one)  
83  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by  
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase  
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and  
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.  (ii.) an  
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed  
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy  
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer  and Seller  (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.



91 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such  
92 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

93 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
94 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)  
95 **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_ days from receipt of the notice  
96 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the  
97 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the  
98 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be  
99 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days  
100 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept  
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 **(c) Survey:** (check applicable provisions below)

103  **Seller** will, within \_\_\_\_ days from Effective Date, deliver to **Buyer** copies of prior surveys,  
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this  
105 transaction:

106 \_\_\_\_\_  
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this  
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the  
109 date this Contract is terminated.



110  **Buyer** will, at  **Seller's**  **Buyer's** expense and within the time period allowed to deliver and examine  
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
112 encroachments on the Property or that the improvements encroach on the lands of another,  **Buyer** will  
113 accept the Property with existing encroachments  such encroachments will constitute a title defect to be  
114 cured within the Curative Period.

115 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

116 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,  
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**  
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially  
119 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a  
120 refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required  
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ \_\_\_\_\_ (1.5% of  
122 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any  
123 defects in the Property. (Check **(a)** or **(b)**)

124  **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
125 condition.

126  **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due  
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the  
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which  
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,  
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,  
132 state and regional growth management and comprehensive land use plans; availability of permits, government  
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground  
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to  
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property  
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in  
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the  
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable  
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter  
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from  
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from  
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**  
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without  
144 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the  
146 Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a  
147 result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that  
148 **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

149 **(c) Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the  
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any  
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting  
155 vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted  only with  
156 **Buyer's** consent  without **Buyer's** consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
158 the norms where the Property is located.

159 **(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at  
160 closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
161 mailboxes, and security systems.



162 **(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing  
163 statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and  
164 recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or  
165 prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

166 **(c) Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
167 service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each  
168 service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its  
169 contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer,  
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if  
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or  
173 **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the  
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the  
175 **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will  
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the  
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the  
178 requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement,  
179 mortgages and notes, security agreements, and financing statements.

180 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
181 payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance  
182 premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the  
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
187 will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will  
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
189 beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the  
190 Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing  
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
192 completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last  
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
194 does not apply to condominium association special assessments.

195 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA,  
196 **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will  
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or  
199 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
200 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
201 requirement.

202 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,  
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the  
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to  
205 **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent  
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed  
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator  
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over  
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all  
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate  
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items  
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs  
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs  
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
217 complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after  
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable  
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,  
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.  
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual  
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the  
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will  
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this  
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than  
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other  
228 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
230 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit  
231 will be returned in accordance with applicable Florida Laws and regulations.

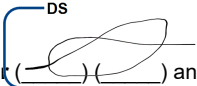

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make  
234 the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby  
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek  
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the  
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1)  
239 retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
241 specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1)  
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without  
243 waiving any remedy for **Buyer's** default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
245 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable  
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
250 representing a party will be as effective as if given by or delivered to that party.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of  
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the  
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not  
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
263 and radon testing may be obtained from your county public health unit.

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will  
268 bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to  
269 **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and  
270 **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim  
271 to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any  
272 such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of  
273 the **Buyer**.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
275 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this  
276 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of  
277 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at  
278 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate  
279 with and assist **Buyer** in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is not  
281 assignable  is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement  
282 to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This  
283 Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if  
284 assignment is permitted).

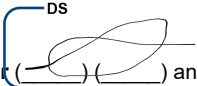

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.  
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a  
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** Harbor Point Realty Paul Parker,  
295 632 Mariner Circle, Alligator Point 50-566-6200 paul@harborpointrealty.com,  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

296 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
297  **Seller**  **Buyer**  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_  
298 \_\_\_\_\_

300 **(b) Buyer's Broker:** Keller Williams Town & Country Bruce Foster,  
301 1520 Killearn Ctr. Blvd Tallahassee FL 8502948640 Bruce@thebigbendgroup.com,  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.



302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)  
304

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

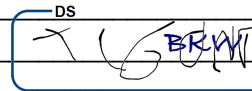
313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

- |   |  |   |
|---|--|---|
| 315 <input type="checkbox"/> (A) Arbitration                    | <input type="checkbox"/> (E) Seller Warranty                 | <input type="checkbox"/> (I) Existing Mortgage          |
| 316 <input type="checkbox"/> (B) Section 1031 Exchange          | <input type="checkbox"/> (F) Coastal Construction Control Li | <input type="checkbox"/> (J) Buyer's Attorney Approval  |
| 317 <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone          | <input type="checkbox"/> (K) Seller's Attorney Approval |
| 318 <input type="checkbox"/> (D) Seller Representations         | <input type="checkbox"/> (H) Seller Financing                | <input type="checkbox"/> Other _____                    |


319 **23. ADDITIONAL TERMS:**

320 The 45-day due diligence period gives the tenant ample notice for building and environmental inspections, especially  
321 with the holidays close by.

322 Contract contingent upon Board of Trustees approving that the sale price is in the best interest of the public and the College. Buyer's  
323 due diligence period will begin once the Board of Trustees approves the sale. \_\_\_\_\_  
324 \_\_\_\_\_  
325 \_\_\_\_\_  
326 \_\_\_\_\_  
327 \_\_\_\_\_

328 <sup>DS</sup>  
329 

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

348 <sup>DS</sup>  
349  and Seller BKW (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so. Signed by: \_\_\_\_\_ Date: 12/8/2022

358 Lakshmi Group of North Florida \_\_\_\_\_ Date: \_\_\_\_\_  
359 (Signature of Buyer) \_\_\_\_\_  
Lakshmi Group of North Florida

359 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

360 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

361 Barbara K. Wills \_\_\_\_\_ Date: 12/11/2022 01:29 PM

362 (Signature of Buyer)

362 Dr. Barbara Wills \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: Vice President for Administration \_\_\_\_\_ Telephone: \_\_\_\_\_

364 Buyer's Address for purpose of notice \_\_\_\_\_

365 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

366 \_\_\_\_\_ Date: \_\_\_\_\_

367 (Signature of Seller)

367 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

368 (Typed or Printed Name of Seller)

368 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

369 \_\_\_\_\_ Date: \_\_\_\_\_

370 (Signature of Seller)

370 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

371 (Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: \_\_\_\_\_

373 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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Buyer (Signature) and Seller (BKW) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

## SUMMARY OF IMPORTANT CONCLUSIONS

### PROPERTY IDENTIFICATION

3970 Century Park Cir S  
Lot 16, Century Park West  
Tallahassee, FL 32304  
Leon County  
Parcel ID#: 21-32-25-000-0160 (part of 21-32-25-000-0140)

### OWNER OF RECORD

Tallahassee Community College  
District Board of Trustees  
444 Appleyard Dr  
Tallahassee, FL 32304

### PROPERTY DESCRIPTION

A 7,440 square foot metal warehouse constructed in 1982 and situated on an interior lot comprised of 22,216 square feet (0.51 acre), zoned M-1 (Light Industrial). There is a finished office on the ground floor with 1,228sf and a finished loft with 1,150sf. The warehouse area has 5,062sf.

### USE AS OF THE EFFECTIVE DATE OF THIS APPRAISAL

Distribution Warehouse

### HIGHEST AND BEST USE

AS VACANT: Light Industrial  
AS IMPROVED: Manufacturing Warehouse

### ESTIMATE OF MARKET VALUE

\$435,000 Total Value  
\$78,000 Land Value (18% land-to-value ratio)

### DATE

Effective Date of Appraisal: October 10, 2022  
Date of Report: October 27, 2022



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** RFQ 2022-09 Award Recommendation

---

**Item Description**

This item requests approval from the District Board of Trustees for the award to Cook Brothers, Inc., for Construction Manager at Risk services for the Center for Innovation (CFI) Exterior Envelope Improvements project.

**Overview and Background**

This specific RFQ requests Construction Manager at Risk (CMAR) Services for the TCC CFI Exterior Envelope Improvements, located at 300 West Pensacola Street in Tallahassee, Florida on TCC's Center for Innovation (CFI) Campus Site 4.

This RFQ 2022-09 CM at Risk services for the TCC Center for Innovation (CFI) Exterior Envelope Improvements, was released to the public on October 6, 2022 via the TCC Purchasing Website and the State of Florida Vendor Bid System. The College received complete and acceptable submittals from the below five vendors on November 4, 2022, as a result of this Request for Qualifications (RFQ).

Cook Brothers, Inc.  
Childers Construction Company  
CSI Contracting, Inc.  
RAM Construction & Development, LLC  
Rippee Construction, Inc.

Based on the evaluation criteria outlined in the RFQ, the submittals were evaluated by a committee in two parts. Part one consisted of an initial review of submittals and scoring based on the evaluation criteria as outlined in the RFQ and the responses submitted. Part two of the evaluation process included an invitation to all vendors who met the minimum criteria for an online presentation and Q&A session.

The Committee heard presentations from all five contractors carefully considering such factors as:

- Exterior Envelope and Facilities Experience
- Experience with Davis Bacon Wages/Federal Grant Funding
- Experience and Performance of Individuals
- Experience, Performance and Capacity of Company
- Overall Presentation and Fit for Project

Based upon the qualifications submitted and the results of the two-part evaluation process Cook Brothers, Inc., is recommended for the award.

**Funding/ Financial Implications**

This construction contract will be funded from PECO/Deferred Maintenance funds.

**Past Actions by the Board**

None

**Recommended Action**

Approve the recommended construction manager at risk, Cook Brothers, Inc., for the TCC Center for Innovation (CFI) Exterior Envelope Improvements project.



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** RFQ 2022-10 Award Recommendation

---

**Item Description**

This item requests approval from the District Board of Trustees for the award to Cook Brothers, Inc., for Construction Manager at Risk services for the Center for Innovation (CFI) Stair Tower Improvements project.

**Overview and Background**

This specific RFQ requests Construction Manager at Risk (CMAR) Services for the TCC CFI Stair Tower Improvements project, located at 300 West Pensacola Street in Tallahassee, Florida on TCC's Center for Innovation (CFI) Campus Site 4.

This RFQ 2022-10 CM at Risk services for the TCC Center for Innovation (CFI) Stair Tower Improvements, was released to the public on October 6, 2022 via the TCC Purchasing Website and the State of Florida Vendor Bid System. The College received complete and acceptable submittals from the below four vendors on November 4, 2022, as a result of this Request for Qualifications (RFQ).

Cook Brothers, Inc.  
Childers Construction Company  
RAM Construction & Development, LLC  
Rippe Construction, Inc.

Based on the evaluation criteria outlined in the RFQ, the submittals were evaluated by a committee in two parts. Part one consisted of an initial review of submittals and scoring based on the evaluation criteria as outlined in the RFQ and the responses submitted. Part two of the evaluation process included an invitation to all vendors who met the minimum criteria for an online presentation and Q&A session.

The Committee heard presentations from all four contractors carefully considering such factors as:

- Exterior Envelope and Facilities Experience
- Experience with Davis Bacon Wages/Federal Grant Funding
- Experience and Performance of Individuals
- Experience, Performance and Capacity of Company
- Overall Presentation and Fit for Project

Based upon the qualifications submitted and the results of the two-part evaluation process Cook Brothers, Inc., is recommended for the award.

**Funding/ Financial Implications**

This construction contract will be funded from PECO/Deferred Maintenance funds.

**Past Actions by the Board**

None

**Recommended Action**

Approve the recommended construction manager at risk, Cook Brothers, Inc., for the TCC Center for Innovation (CFI) Stair Tower Improvements project.



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** RFQ 2022-11 Award Recommendation

---

**Item Description**

This item requests District Board of Trustees approval of the recommended list of Architects selected in response to RFQ 2022-11.

**Overview and Background**

The District Board of Trustees previously approved Tallahassee Community College Policy PO-63229 for the selection of Professional Services, in accordance with referenced Florida Statutes and State Requirements for Educational Facilities. This procedure is for selection of Annual Architectural Services for Gadsden, Leon and Wakulla Counties.

This RFQ 2022-11 ANNUAL ARCHITECTURAL SERVICES FOR NEW CONSTRUCTION, RENOVATION & REMODELING PROJECTS, was released to the public on October 6, 2022 via the TCC Purchasing Website and the State of Florida Vendor Bid System. As a result of this Request for Qualifications (RFQ), the College received complete and acceptable submittals from the below ten Architects operating the State of Florida on November 4, 2022.

Architects: Lewis + Whitlock, PA  
Barnett Fronczak Barlowe Architects & Shuler, LLP  
BKJ, Inc.  
Clemons, Rutherford & Associates, Inc.  
Conn & Associates, Inc.  
DAG Architects Inc.  
Dodstone Architects  
EMI Architects  
Fitzgerald Collaborative Group, LLC  
Rukan LLC

The evaluation committee consisted of the College's Facilities Director, Facilities Administrator and Construction Engineering Technician. The evaluation team utilized the criteria outlined in the RFQ and the submittals were evaluated in two parts.



Part one consisted of an initial review of submittals and scoring based on the evaluation criteria as outlined in the RFQ and the responses submitted. Part two of the evaluation process included an invitation to all ten Architects who met the minimum criteria for an online presentation and Q&A session. The Committee heard presentations from all ten Architects carefully considering such factors as:

- AIA Compliance and Recognition
- Past and/or Current Performance with TCC
- Experience/Knowledge with Florida State Requirements for Educational Facilities (SREF)
- Experience/Knowledge with CPTED and Campus Safety
- Overall Presentation and Fit for Florida College/University Projects
- Pro-paperless and leading with the latest Technology and Software available

Based upon the qualifications submitted and the results of the two-part evaluation process, the following six Architects are recommended for the annual award.

Architects: Lewis + Whitlock, PA  
BKJ, Inc.  
Clemons, Rutherford & Associates, Inc.  
DAG Architects Inc.  
EMI Architects  
Fitzgerald Collaborative Group, LLC

#### **Funding/ Financial Implications**

Construction projects will be funded by PECO funds, TCC local funds, or other funds as approved by the Board of Trustees.

#### **Past Actions by the Board**

The District Board of Trustees approved the last Architectural Services RFQ 2020-02 recommendations on February 20, 2020.

#### **Recommended Action**

Approve the recommended list of Architects as presented.

# Tallahassee Community College

Request for Qualifications (RFQ)

For

## **ANNUAL ARCHITECTURAL SERVICES FOR NEW CONSTRUCTION, RENOVATION & REMODELING PROJECTS**

**RFQ 2022-11**



Solicitations Due – **November 4, 2022** - 1:45 p.m. EST

Solicitation Opening – **November 4, 2022** - 2:00 p.m. EST

<http://www.tcc.fl.edu/about/college/administrative-services/purchasing/>

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## GENERAL CONDITIONS

**PROPOSERS:** To insure acceptance of the proposal, follow these instructions.

**SEALED PROPOSALS:** The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the terms and conditions specified herein and on the attached proposal documents.

Completed proposal **MUST** be submitted in a sealed envelope/box. **Telegraphic (fax, e-mail, telephone, telegraph) proposals will not be accepted.**

1. **EXECUTION OF PROPOSAL:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.
2. **NUMBER OF COPIES:** Proposers must submit five (5) complete electronic sets on a USB flash media in PDF format. Each USB must have signatures and all supporting documentation and be uploaded as one document. The USB's are to be in a sealed envelope/box marked as stated in the Proposal Submission clause. This quantity is **required** so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFQ.
4. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
  - Proposer's name
  - Return address
  - RFQ number and title
  - Due date and time
5. **DUE DATE AND TIME:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail.  
**Receipt of the proposal in the Purchasing Department after the date and time specified due to failure by the proposer to provide the above**

**information on the outside of the envelope/box shall result in the rejection of the proposer's proposal.**

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College Purchasing Office.

6. **SUPPLIER REGISTRATION REQUIREMENTS:** Proposers who obtain RFQ documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to proposers who receive RFQ documents from other sources.

Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

Prior to the award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference this number on the **Proposal Response Form. Example of a Workday Supplier ID is SU 00000123**

If you are not a registered TCC supplier, prior to award of this solicitation you will need to complete our online TCC Vendor Application Form and W-9 at: [Welcome To Tallahassee Community College Supplier Site - Workday \(myworkdaysite.com\)](http://www.tcc.fl.edu/myworkdaysite.com)

These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by Purchasing, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Kelly Martin, [Kelly.Martin@tcc.fl.edu](mailto:Kelly.Martin@tcc.fl.edu) or Dustin Frost [Dustin.Frost@tcc.fl.edu](mailto:Dustin.Frost@tcc.fl.edu).

7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.
8. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of RFQ, such revisions and amendments, if any, will be announced by an addendum to the RFQ. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the RFQ may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their RFQ. In such cases the addendum will include an announcement of the new RFQ opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

9. **CONFLICT OF INTEREST**: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
10. **DISQUALIFICATION**: Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
11. **PROPOSAL WITHDRAWAL**: Proposers may withdraw their proposals by notifying the College in writing or email at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the proposers.
12. **POSTING OF RESULTS**: Proposal tabulations with recommended awards will be posted for review by interested parties on the TCC Purchasing website [Solicitation Documents - Tallahassee Community College \(fl.edu\)](#) on or about **November 21, 2022** and will remain posted for a period of 72 hours.

**Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**

**PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE**: Tallahassee Community College Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TCC Purchasing Office or accessed by going to the TCC Purchasing website using this link: [TCC-Bid-Protest-Procedures-9.12.22.pdf \(fl.edu\)](#)

13. **ADDITIONAL INFORMATION**: No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.
14. **PUBLIC RECORDS**: Upon award or ten (10) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07(3)(t)].
15. **INQUIRIES/INTERPRETATIONS**: All proposers shall carefully examine the RFQ documents. Proposers are expected to examine the terms and conditions, specifications, scope of work, delivery schedule, proposal prices, extensions and

all instructions pertaining to supplies and services. Any interpretation of or changes to the RFQ will be made in the form of a question and answer acknowledgement form or an addendum to the RFQ if the technical specifications change and will be furnished to all proposers.

Such inquiries regarding this RFQ outside a pre-proposal conference must be submitted in writing via email to the College's Purchasing Director at [Dustin.Frost@tcc.fl.edu](mailto:Dustin.Frost@tcc.fl.edu) . The College will provide written answers via email to the questions to all proposers who have received the RFQ. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this RFQ.

16. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened and recorded on the date and time specified herein unless changed by addendum. No other information or pricing will be read or discussed at the opening. All proposals received after the specified time will not be considered and will be returned to the proposer. Fax, e-mail, telegraph or telephone proposals will not be accepted. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation committee if required will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
17. **ACCURACY OF PROPOSAL INFORMATION**: Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
18. **ADVERTISING**: In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
19. **LIABILITY, INSURANCE, LICENSES AND PERMITS**: Where proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.
20. **DRUG FREE WORKPLACE**: Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
21. **CANCELLATION**: In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the board for immediate cancellation.

Tallahassee Community College reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.

22. **TERMINATION**: If a contract is awarded as a result of this RFQ and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate & award a new contract to the next ranked proposer or to issue a new RFQ, whichever is determined to be in the best interest of the College.

The supplier will serve at the will and pleasure of the College. Either party may cancel the contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the supplier will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the supplier shall:

- Stop orders/work on the date and to the extent specified.
- Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
- Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
- Continue and complete all parts of the work that have not been terminated.

23. **PUBLIC ENTITY CRIMES**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Note: By signing the proposal, the supplier attests they have not been placed on the convicted vendor list.**

24. **ACCEPTANCES AND REJECTION**: The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who



has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.

25. **JOINT VENTURES**: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFQ.
26. **DISPUTES & PROTESTS**: In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. Failure to file a protest within the amount of time prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
27. **FAMILIARITY WITH LAWS**: All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFQ. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
28. **EQUAL OPPORTUNITY**: Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities. The proposer agrees to make no distinction in its employment practices on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
29. **ANTI-DISCRIMINATION**: The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
30. **OSHA**: The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
31. **AFFIRMATION**: By submission of a proposal, the proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **Proposer agrees to abide by all terms and conditions of this RFQ and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**

32. **RENEWAL:** Renewal Option, **X YES NO**: If yes, the terms in this RFQ will automatically renew for one (1) year increments for up to an additional three years unless terminated, with 30 days written notice, by either party.

33. **INDEMNIFICATION:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

34. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

35. **PROHIBITION AGAINST CONTINGENT FEES:** Vendors/Suppliers are hereby notified that any contract entered into by Tallahassee Community College will contain a prohibition against contingent fees as follows: "The vendor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage,

gift, or consideration, and to disqualify the vendor from future contracts with Tallahassee Community College for a period up to five (5) years.

36. **SPECIAL CONDITIONS**: Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
37. **INVOICING AND PAYMENT**: Payment will be made by the College in accordance with the Administrative Procedures defined by the College. All Architect invoices must be Board approved prior to payment.
38. **SUBMITTAL**: Proposals must be received by the TCC Purchasing Office by **November 4, 2022** at 1:45 pm EDST.

Proposal Number: **RFQ 2022-11**

Proposals will be opened: **RFQ 2022-11** at 2:00 pm EDST

Proposals Will Be Opened in the TCC Purchasing Office (see address below)

**Send Proposal to:**

Tallahassee Community College

Purchasing Department

Administration Building 27, Room 193

444 Appleyard Drive

Tallahassee, Florida 32304-2895

## GENERAL INFORMATION

Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this RFQ.

### 1. SCHEDULE OF RFQ EVENTS:

Date	Time	Description
October 6, 2022	8:00 AM	Release of RFQ to Public, Posted on VBS & TCC Purchasing Website
October 13, 2022	5:00 PM	Last Day for Written Inquiries and Notice of Intent to Propose
October 20, 2022	5:00 PM	Anticipated Date that answers to Written Inquiries in the form of a Question and Answer Form will be posted on VBS & TCC Purchasing website
November 4, 2022	1:45 PM	Proposals Due
November 4, 2022	2:00 PM	Proposal Opening
November 4, 2022		Anticipated Commencement of Proposal Evaluations
November 7, 2022	10:00AM	Proposal Evaluations Meeting, Support Services Building Room 106
November 8 – November 18, 2022	TBD	Formal Presentations from Selected Architects
November 21, 2022	1:00 PM	Anticipated date that the intended award will be posted
January 2023	2:30 PM	Staff Recommendation to the Board of Trustees

**PROPOSAL SPECIFICATIONS**  
**(SPECIAL CONDITIONS)**

**1. SCOPE OF SERVICES SOUGHT**

**A. Background**

Since 1966, Tallahassee Community College has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With excellent academic support, classroom facilities and Web-based classes, TCC offers a variety of instructional methods to ensure student success.

The College has grown from one building and 698 students in 1966 to now an important provider of post-secondary education within Gadsden, Leon and Wakulla counties with more than 8,000 students. In addition to providing service to the three-county area, the College is the institution of choice for many academically talented students in the state. The College's athletic teams, the Eagles, enjoy a high level of achievement in men's and women's basketball, baseball, and softball.

**B. Overview**

The Tallahassee Community College (College) invites proposals to provide Architectural / Engineering services for minor construction, renovation and remodeling projects as per Section 287.055, Florida Statutes. The selected firms will provide professional services for each individual project up to \$4,000,000 and for each individual study up to \$500,000 for a term not to exceed three years.

**C. Statement of Qualifications**

The Request for Proposal (RFQ) is issued for the purpose of soliciting proposals from qualified architectural firms to provide architectural / engineering services for minor construction, renovation and remodeling projects at all sites of Tallahassee Community College.

TCC intends to select the top scoring companies for projects on Main Campus and other Leon County locations, Gadsden and/or Wakulla County locations. Work will be assigned on a rotating basis. The firms must be licensed Architects in the State of Florida and meet all other requirements as may be required by law.

**2. TERM OF CONTRACT**

It is anticipated that the initial term of any Contract Agreement resulting from this RFQ shall be for one (1) year. If it is deemed to be in its best interest, the College has the option, not the obligation, to renew the contract. The renewal shall be on a yearly basis of not more than two additional (2) years, predicated on satisfactory performance by the firm during the initial term. This contract may be canceled anytime by either party subject to a thirty (30) day written notice with contract start date to be determined.

## EVALUATION PROCESS

### 1. EVALUATION METHOD:

- A. This evaluation will consist of a two-part process. PART ONE will consist of an Evaluation Committee composed of TCC staff members, selected by the College's Vice President for Administrative Services, that will conduct an initial evaluation of all proposal responses. Based on evaluation of the submitted proposals, the companies scoring the highest will be selected for presentations for the second part of the evaluation process.
- B. PART TWO of the evaluation process will invite these top scoring companies to make a formal presentation in person at a later scheduled time. The presentation should elaborate in more detail on prior submitted proposals and answer any questions that arise during presentation.
- C. The evaluation committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria. Upon final evaluation of formal presentations, the selection committee will make final recommendations for Architects based on all proposals, presentations and in the best interests of the College.
- D. The College shall be the judges of this project's best interests, the proposals, and approval of the resulting contract. The Colleges decision will be final. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract.

### 2. NON-RESPONSIVE AND/OR DISQUALIFIED PROPOSALS:

- A. Non-responsive and/or Disqualified proposals will be rejected by the Purchasing Department, and will not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive and/or disqualified. Non-responsive and/or Disqualified proposals may include, but are not limited to the following:
  - i. Failure to sign the proposal
  - ii. Failure to acknowledge addenda
  - iii. Failure to provide required submittals/documentation/**Mandatory Forms**
  - iv. Submission of a late proposal
  - v. Submission of a proposal that contains conflicting terms and conditions than those listed by the College
  - vi. Proposer does not meet minimum mandatory requirements

**3. STATEMENT OF QUALIFICATION:**

To ensure that all RFQ's are fairly evaluated, scored and ranked, it is very important that the RFQ's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

**A. Proposal Criteria**

- i. **Evaluation Criteria / References** - The total amount of points recorded shall be utilized in the evaluation of the written proposals' presentations. The Selection Committee may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.
- ii. **Evaluation Criteria for Written Proposals** - The following shows the maximum number of points that may be awarded for each part of the submitted Proposal:

<b>CRITERIA</b>	<b>DESCRIPTION</b>	
1. Letter of Intent & Other (5 Points)	Did the firm submit a letter of intent and other information as specified in the "Proposal Submittal Format and Submission Requirements" section of this RFQ?	
2. Proposer's Business/Corporate Background & Statement of Surety (5 Points)	Did the firm submit a (narrative) synopsis of the Proposer's Business/Corporate background and Statement of Surety?	
3. Adequacy of Management & Technical Staff (10 Points)	Is the firm appropriately staffed to conduct operations in a business-like manner with registered professional personnel in appropriate disciplines?	
4. Current Location (10 points maximum)	Is the firm presently located in relatively close proximity to the college?	
Leon, Wakulla, Gadsden		10 points
State of Florida		04 points
All others		01 points
5. Current/ Projected Project Workload & List of Contracts (10 points)	Did the firm list the required project and contract information and does the workload appear to be reasonable for its size?	

6. Experience in Similar Work (15 Points)	Has the firm had adequate experience in postsecondary educational facilities design and construction?
7. Understanding of Scope (10 points)	Does the firm have a good understanding of a colleges Capital Improvement Program (CIP), Master Plan for projects and planning?
8. Innovative Approaches (10 points)	Does the firm's design work reflect incorporation of innovative concepts? Explain and/or provide example(s).
9. Financial Statement & Fee Structure (10 points)	Is the firm's financial condition satisfactory? What is the firm's fee schedule for service, hourly design rates and project fees for services?
10. Written References (15 points)	Did the firm include Past performance evaluations from representative clients?
11. Minority Status (5 points)	Is the firm a certified minority company? Are any of your planned sub-consultants minorities? (Sections 11 and 15)



## **INSURANCE REQUIREMENTS**

### **1. REQUIREMENTS:**

During the performance of the services under this contract, Architect shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

#### **A. Minimum Limits:**

- i. General Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
  - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
- ii. Automobile Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$500,000 for each person
  - b. Not less than \$500,000 for each incident
  - c. Property damage limits of not less than \$500,000 for each accident
- iii. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
  - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
  - b. \$100,000 for each disease
  - c. \$500,000 aggregate
- iv. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

#### **B. Conditions:**

- i. Policies must be written by an insurance company authorized to do business in Florida.
- ii. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

- iii. The College's Purchasing Director/Risk Manager may verify ratings at A.M. Best's website: [www.ambest.com/](http://www.ambest.com/) (regarding item 1B2 above)
- iv. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
- v. Architect shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
- vi. Architect shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the Architects' sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
- vii. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
- viii. The Architect shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
- ix. "Claims made" insurance policies are not acceptable.

## **2. MISREPRESENTATION:**

Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

## **3. GOVERNMENTAL ENTITIES:**

In the event the proposer is a governmental entity, different insurance requirements may apply.

## INSTRUCTIONS FOR PREPARING PROPOSALS

### 1. PROPOSAL FORMAT:

- A. The proposal should be divided into sections with references to parts of the RFQ done on a section-by-section basis.

### 2. PROPOSAL SUBMITTAL FORMAT AND SUBMISSION REQUIREMENTS –

Failure to provide information required in this Proposal response portion of this RFQ packet shall result in a score of zero (0) for that portion of the evaluation and may result in a disqualification of entire proposal.

#### A. **SECTION 1 - Letter of Intent - Mandatory**

- i. **Letter of Intent:** This letter will summarize in a brief concise manner; the proposer understands the Scope of Services Sought and make a positive commitment to perform the services in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length and should be inserted under **SECTION 1** of the Proposal.
- ii. **Corporate Information:** If proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying proposer's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida. All applicants must have a copy of and include in **Section 1** a current State of Florida Architect License.
- iii. The proposer shall provide for both the firm and firm's personnel, copies of any and all documents regarding **complaints filed** (civil, criminal and/or regulatory), investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past ten (10) years.
- iv. **Proposer shall also indicate whether firm or firm's personnel have ever been convicted** of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFQ or not, or entered into any type of settlement agreement concerning such findings or other charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall provide copies of all records in this regard and shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

**B. SECTION 2 – Executive Summary of Proposer’s Business/Corporate Background – Mandatory**

The Proposal shall include a (narrative) synopsis of the Proposer’s Business/Corporate background addressing the following requirements and insert under **SECTION 2** of the Proposal.

**i. Business/Corporate Background**

The background of the Proposer and each sub consultant (if subcontracting is indicated), which, at a minimum, shall include:

- a) Date established;
- b) Ownership (public company, partnership, subsidiary, etc.);
- c) Primary type of business and number of years conducting primary business;
- d) List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
- e) National accreditations, memberships in professional associations or other similar credentials.
- f) Proof of higher education experience.

- ii. Statement from Surety:** Attach a letter of intent from a surety company indicating the applicants’ ability to be bonded for projects up to \$4,000,000. The surety shall acknowledge that the firm may be bonded for a project of \$4,000,000. The surety company must be licensed to do business in the State of Florida, must have an A.M. Best rating of “A”, and a required financial size of “VII”. Firms selected shall maintain, during the life of the contract, workman’s compensation, contractor’s commercial liability coverage, and automobile liability for company vehicles. Insert under **SECTION 2** of the Proposal.

Note: The College reserves the right to use all information provided in determining responsibility of Supplier, as well as any other information the College may obtain through any means that bears on the issue of responsibility.

**C. SECTION 3 - Adequacy of Management & Technical Staff - Mandatory**

List all management, administrative and technical personnel employed with your firm and include the below for each (if applicable) and insert under **SECTION 3** of the Proposal.

- i. Names
- ii. Education
- iii. Years with firm
- iv. Business title(s)
- v. Office/Branch location
- vi. Technical achievements
- vii. Professional certificates or licenses
- viii. National accreditations, memberships in professional associations or other similar credentials

- D. **SECTION 4 – Current Location – Mandatory**  
Firm should identify physical location (address) of all fully operational branches and insert under **SECTION 4** of the Proposal.
- E. **SECTION 5 – Current and Projected Project Work Load - Mandatory** Include the following for the current and future anticipated services duration and insert under **SECTION 5** of the Proposal.
- i. **A list of current contracts.** If voluminous, at least 10 contracts related to the scope of service, shall be listed. The list shall include names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contact or senior official responsible for the Contract.
  - ii. **A list of contracts the proposer has provided services under that were terminated or cancelled** prior to original expiration date by any party or for which proposer requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.
  - iii. **Summary of any penalties or sanctions** imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state, or other regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposer's entity including work as a partner, joint venture or subcontractor (proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
  - iv. **Summary of any exemplary or qualitative findings,** recommendations, or other validations, demonstrating operation experience (i.e., specialized accreditations, grant awards, etc.).
- F. **SECTION 6 – Experience in Similar Work – Mandatory**  
Provide a list of projects within the last 5-10 years where the firm provided Architectural services for postsecondary educational facilities for design and construction similar in nature to the services specified in this RFQ. Projects listed should include the Name of project and Description of project/scope as it relates to post-secondary education.

G. **SECTION 7 – Understanding of Scope – Mandatory**

Describe the firm's understanding of a Colleges Capital Improvement Program (CIP), Master Plan for projects and any other planning reporting requirements for Florida Colleges and insert under **SECTION 7** of the Proposal.

H. **SECTION 8 – Innovative Approaches – Mandatory**

Describe the firm's Architectural style(s), innovative concepts, approaches and/or ideas for the design of projects. Explain and/or provide example(s) in detail and insert under **SECTION 8** of the Proposal.

I. **SECTION 9 – Proposer's Financial Statement & Fee Structure – Mandatory**

The purpose of this subsection is to provide the College with a basis for determining the proposer's financial strength, competence and experience. Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFQ that will be performing as "the Architect" and insert it under appropriate Section.

- i. **Fee Structure:** List the firm's fee schedule for service, hourly design rates, project fees and any other Fees that would pertain to design services.
- ii. **Financial Statement:** The most recently issued audited financial statement (or if unaudited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant). All statements shall include the following for the most recently audited (immediate past) year:
  - a. auditors' reports;
  - b. balance sheet;
  - c. statement of income;
  - d. statement of retained earnings;
  - e. statement of cash flows;
  - f. notes to financial statements; and any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

Failure to provide any of the aforementioned financial information may result in proposal disqualification.

**NOTE:** The College acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the proposer is a privately held corporation or other business entity whose financial statements ARE audited, such

audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The College also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the College in determining whether the proposer has the financial capability of performing the Contract to be issued pursuant to this RFQ.

The proposer **MUST** provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the proposer itself.

All documentation provided will be reviewed by the college and should, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability. The proposer shall include the Financial Statement and insert under **SECTION 9** of the Proposal.

J. **SECTION 10 – Written References – Mandatory**

Provide a minimum of ten (10) references where the firm was the architect for project and responsible for design services. These projects should be similar in nature to the type of work for the continuing contracts for TCC. References should include contact information for the owner's project representative, name of project, project budget, completion date, etc. The proposer shall include and insert under **SECTION 10** of the Proposal.

J. **SECTION 11 – Minority Status Sub-Consultants – Mandatory**

Firm should identify if any of their planned sub-consultants are a certified minority company and insert under **SECTION 11** of the Proposal.

K. **SECTION 12 - Proposal Response Form – Mandatory**

The proposer shall complete and return the Proposal Response Form of this RFQ and insert under **SECTION 12** of the Proposal.

L. **SECTION 13 – Proposal Certification Form – Mandatory**

The proposer shall complete and return the Proposal Certification Form of this RFQ and insert under **SECTION 13** of the Proposal.

M. **SECTION 14 – Drug-Free Work Place Form – Mandatory**

The proposer shall complete and return Drug-Free Work Place Form of this RFQ and insert under **SECTION 14** of the Proposal.

N. **SECTION 15 – Minority, Woman & Veteran Owned Business Declaration Form – Mandatory**

The proposer shall complete and return the Minority, Woman & Veteran Owned Business Declaration Form of this RFQ and insert under **SECTION 15** of the Proposal.

O. **SECTION 16 – Addendum Acknowledge Form – Mandatory**

It is mandatory that the proposer complete and return all Addendum Acknowledgement Form(s) for this RFQ and insert under **SECTION 16** of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an RFQ package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department website prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website:

[Solicitation Documents - Tallahassee Community College \(fl.edu\)](#)

and the State of Florida's eProcurement System [MyFloridaMarket Place Vendor Information Portal](#)

Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.



**PROPOSAL RESPONSE FORM**

Proposers are required to complete and submit this form. Proposers must submit five (5) copies of proposal electronically on a USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/box marked as noted in the General Conditions of the RFQ. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

Company Name: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Toll Free Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Type of Business: \_\_\_ Corporation      \_\_\_ Partnership  
                                 \_\_\_ Sole Partnership      \_\_\_ Joint Venture

Incorporated in State of \_\_\_\_\_ Date: \_\_\_\_\_

Number of Years \_\_\_\_\_

SSN (If Sole Proprietorship or Partnership): Only required if FEIN is not provided  
\_\_\_\_\_

**I have submitted the required TCC vendor application and W9 form online and have obtained my TCC Workday Supplier ID # which is SU \_\_\_\_\_ .**

Name of Company Representative:

Printed \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PROPOSAL CERTIFICATION**

I, the undersigned, having the authority to bind my company for this proposal, hereby certify that I understand and accept the conditions as set forth in this request for proposal.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read, understand and will comply with all of the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum \_\_\_\_\_ Dated \_\_\_\_\_

PROPOSER'S LEGAL NAME \_\_\_\_\_

FEDERAL ID NUMBER \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE #(\_\_\_\_) \_\_\_\_\_ FAX #(\_\_\_\_) \_\_\_\_\_

BY SIGNATURE (Manual) \_\_\_\_\_

BY SIGNATURE (Typed) \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Qualifications, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFQ. Each responding firm shall submit only one proposal.

**NOTE:** Please return to Tallahassee Community College with your proposal.

**DRUG FREE WORKPLACE**

Drug-Free Workplace: \_\_\_\_\_ Yes      \_\_\_\_\_ N/A

**If Yes please complete this form.**

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

**MINORITY AND WOMAN OWNED BUSINESS DECLARATION**

Minority/Woman Owned Business: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **Yes** please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American    Hispanic American    Native American    Asian American  
 American Woman

**Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.**

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up

or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
  - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
  - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
  - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
  - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

**ADDENDUM ACKNOWLEDGEMENT FORM**

RFQ # TBD  
ADDENDUM #1

TALLAHASSEE COMMUNITY COLLEGE  
444 Appleyard Drive  
Tallahassee, Florida 32304-2895  
850.201.8520  
[www.tcc.fl.edu](http://www.tcc.fl.edu)

Sample

Bid No: RFQ # TBD  
Bid Title: SAMPLE PROJECT  
Opening Date: TBD @ 2:00 p.m.  
ADDENDUM NO: One (1) Date: XXXXXXXX, 00, 2021

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFQ:

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFQ.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE RESPONSE.

RESPONDENT: \_\_\_\_\_ BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Roof Restoration Mailroom (MR) Bldg. 57

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**Item Description**

This item requests approval of the attached Roofing material and services proposal No. 25-FL-221099 for the Mailroom (MR) Building No. 57 Roof Restoration.

**Overview and Background**

The Main Campus MR Building No. 57 Roof needs structural improvements and requires repairs. The attached proposal no. 25-FL-221099 in the amount of \$562,779.00 was received from Garland/DBS, Inc. and is recommended for all Roofing Materials and labor for the restoration of the roof for the MR Building No. 57.

The attached budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA # PW1925) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. (Florida General Contractor License#CGC1517248) administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

**Funding/ Financial Implications**

This project will be funded from PECO/Deferred Maintenance funds.

**Past Actions by the Board**

None

**Recommended Action**

Approve the attached proposal no. 25-FL-221099 from Garland/DBS, Inc. as presented.



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Tallahassee Community College**  
**Building 57 Mailroom**  
**444 Appleyard Dr.**  
**Tallahassee, FL 32304**

**Date Submitted: 12/14/2022**  
**Proposal #: 25-FL-221099**  
**MICPA # PW1925**

**Florida General Contractor License #: CGC1517248**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Roof Hugger Framing System**

1. Mark the purlins on the top side of the roof.
  - a. Spacing must not exceed 5' at any point notify owner representative if this condition exists.
2. Do not remove any existing panels or clips.
3. Install roof hugger system by aligning above roof framing with the existing purlin system.
4. Press the roof hugger system down firmly and align with previously marked purlins.
5. Fasten down hugger system using TFC ¼-14 DP3 fastener or approved equal.
6. Fasteners must be attached to the purlin, connection to existing roof panel is not acceptable.
7. Fasteners should be place in pre-punched holes.
8. Cross webbing in zone 2 and zone 3 will be required per engineer drawing.

### **R-Mer Span Panel Installation (Shop Drawing must be ordered prior to the start of work)**

1. Identify the center line for the area of work.
  - a. Work may proceed in two directions from the centerline
2. Remove all film from the panel.



3. Install eave trim cleat.
  - a. Fasten every 12" o.c.
4. Install eave trim
  - a. Fasten every 12" o.c.
  - b. Minimum 3" away from roof edge
  - c. Eave foam installed over fasteners
5. Prior to installing panel, the top end must be folded using the "pan end tool".
6. Clips on eave and ridge will be inset 8".
7. Follow clip spacing per Garland Uplift (maximum)
  - a. Zone One- 4'10" o.c
  - b. Zone Two(e)- 4'10" o.c
    - i. 2n- 3'8"
    - ii. 2r- 3'8"
  - c. Zone Three (e)- 3'8" o.c
    - i. 3(r)- 2'11"
  - d. Zone Four- 5' o.c
  - e. Zone Five- 5' o.c
8. Install clip using 2 fasteners per clip
  - a. Fasteners must be TFC 1/4-14 DP3
  - b. Fasteners must be attached to roof hugger
  - c. Drill bit extenders must be used to ensure fasteners are "not" driven at an angle
9. Use 6" step over clamps to hold clips in place while fastening
  - a. Use caution not to damage panel finish with clamp
10. Before securing panel install two rows of butyl sealant over foam.
11. Panel must overhang eave edge by 1.5" to allow for thermal expansion and contraction
12. Install two rows of butyl sealant on inside of rib before installing the subsequent panel
13. Anchor centerline panel using a #30 drill bit and #44 1/8' pop rivets
14. Install subsequent panels
  - a. Panel alignment should be checked every 3 to 4 panels
15. Install gable clips 1" from roofs edge
16. Seam Cap will be installed
  - a. Factory applied butyl has already been installed
  - b. Ensure proper positioning before allowing solid contact
  - c. 3/4" overhang is required on eave edge
  - d. Hand crimp the top, bottom, and all clip locations of seam cap
17. Install edge stiffener
  - a. Hold in place using small step over clamps
  - b. Rivet into place using Garland color match rivets
18. Ridge cap should be test fit and proper location marked on the panel rib
19. Install factory provided head closure
  - a. This detail cannot be field fabricated
  - b. Fasten into place with 1/8" pop rivets
  - c. Caulk the backside of head closure
20. Installing ridge cap
  - a. Install butyl tape over the head closure
  - b. Install ridge cleat fastening to head closure every 6" o.c.

21. Gable end rake edge install
  - a. Dry fit rake edge to mark location for rake edge cleat
  - b. Field modifies rake edge to ensure proper fit
  - c. Instruction will be in the FT Section of the Shop Drawings
22. Mechanically seam clip
  - a. Fold down 3/4" overhang with duck bill vice grip
  - b. Tap flush with rubber mallet
23. Install new gutter and down spouts
  1. Install new gutters box
  2. Install new downspouts
    - a. Tie into ground level plumbing where existing

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
	Professional Service - Roof Hugger Installation	\$ 53,000.00	1	each	\$ 53,000
1.40.01	Roof Management, Design Assistant and/or Professional Services: Additional Professional Services: Option 1: Professional Services (Third party architectural design, engineering or consulting services quote on corporate letterhead) Cost plus added to quote	\$ 7,420.00	1	14%	\$ 7,420
14.02.06	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	\$ 6.28	14,690	SF	\$ 92,239
14.02.09	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL WIDTH OPTION: Add for 16" - 17" Panel Width - Galvalume Coated Steel or Equal	\$ 0.67	14,690	SF	\$ 9,798
14.02.11	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 1.21	14,690	SF	\$ 17,738
14.02.33	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: Structural Application - At or Above 3:12 Slope - Installed Over Retrofit Framing System	\$ 17.84	14,690	SF	\$ 262,018
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 442,213</b>

22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	\$ 442,213	%	\$ 110,553
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	10	\$ 442,213	%	\$ 44,221
<b>Total After Multipliers</b>					<b>\$ 596,988</b>

**Base Bid Total Maximum Price of Line Items under the MICPA: \$ 596,988**  
**Proposal Price Based Upon Market Experience: \$ 562,779**

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Burnette Roofing &amp; Construction</b>	<b>\$ 562,779</b>
Crawford Roofing Inc.	\$ 564,452
Total Quality Roofing, Inc.	\$ 580,511
Jenkins Roofing Inc.	\$ 601,247
ACME Roofing & Sheet Metal Company, Inc.	\$ 634,904

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.
9. Hurricane Demobilization cost are not included.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Joshua Perry*

Joshua Perry  
Garland/DBS, Inc.  
(216) 430-3635



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Replace Chillers, Pumps and Install VFD's at FPSI Administration Bldg. 4

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**Item Description**

This item requests approval of the attached proposal to replace Chillers and Pumps and install variable frequency drives at the Florida Public Safety Institute (FPSI), Administration Building No. 4.

**Overview and Background**

The Florida Public Safety Institute (FPSI), Site 3, Administration Building No. 4 has only one operational chiller with the other two in need of replacement. The attached Turnkey Proposal no. H7-183136-22-001 in the amount of \$797,677.00 was received from TRANE and is recommended for all labor and materials for the replacement of Chillers, Pumps and installation of VFD's at the FPSI Administration Building No. 4.

The College was able to secure this budget proposal through our membership in OMNIA Partners, a cooperative purchasing program under its existing Co-op Contract Number: USC 15-JLP-023, with Harford County Public Schools, MD and OMNIA Partners.

**Funding/ Financial Implications**

This project will be funded from PECO/Deferred Maintenance funds.

**Past Actions by the Board**

None

**Recommended Action**

Approve the attached proposal no. H7-183136-22-001 from TRANE as presented.



# Trane Turnkey Proposal



**Turnkey Proposal For:**

Tallahassee Community College  
ATTN FACILITIES 444 APPEYARD DRIV  
Tallahassee, FL 32304-3230 USA

**Local Trane Office:**

Trane U.S. Inc.  
109 Hamilton Park Drive, Suite 1  
Tallahassee, FL 32304

**Local Trane Representative:**

Mike Cunniff  
Account Manager  
Cell: (850) 294-3112  
Office: (850) 574-1726

**Proposal ID:**

**Quote Number:** H7-183136-22-001

**Co-op Contract Number:** USC 15-JLP-023

**Date:** November 21, 2022



**Prepared For: Mr. Don Herr**

**Date:**  
November 21, 2022

**Job Name:**  
TCC Public Safety Admin Chillers

**Proposal Number:**  
H7-183136-22-001

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**

**Proposal Expiration Date:**  
30 Days

# Scope of Work

## Turnkey Installation of HVAC Equipment

### Tag Data - Air-Cooled Scroll (Qty: 2)

	Tag(s)	Qty	Description	Model Number
A1	CH-1, CH-2	2	110 Nominal Ton Air-Cooled (CGAM)	CGAM110F2**

### Product Data - Air-Cooled Scroll

**Item: A1 Qty: 2 Tag(s): CH-1, CH-2**

- Air-Cooled Scroll Packaged Chiller
- Startup Included - Trane Service must start equipment for warranty to be honored
- 110 nominal tons
- 460 volt 3 phases 60 Hertz
- High efficiency/performance
- Full factory refrigerant charge
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- UL listed to US and Canadian safety standard
- ASHRAE 90.1 2010 compliant / AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Std cooling (40 to 65F/4.44 to 18C)
- Grooved pipe connection
- Factory insulation 1.25" - high humidity/low evaporator temperature
- Performance based on water
- Wide ambient (0 to 125F/-18 to 52C)
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker
- Enclosure type UL 1995 rated for outdoor applications
- BACnet interface
- External chilled/hot water and demand limit setpnt - 2-10Vdc
- Programmable relays

Item	Tag(s)	Qty	Description	Model Number
B1	CH-3	1	200 Nominal Ton Air-Cooled Sintesis (TM)	RTAF200**

**Product Data - 115-520 Ton Air-Cooled Sintesis (TM)**

**Item: B1 Qty: 1 Tag(s): CH-3**

- RTAF air-cooled screw chiller
- Unit startup by Trane
- 200 nominal tons
- 460V/60Hz/3 phase/60 Hertz
- Pueblo, CO United States
- High efficiency
- Standard noise
- UL listed to US and Canadian safety std
- ASME pressure vessel code
- Refrigerant charge
- AHRI certified / ASHRAE 90.1 all versions up to 2016
- Standard cooling
- 2 pass evaporator
- Grooved pipe
- Factory installed flow switch water- 35 cm/s
- Factory insulation- 0.75 inch
- Wide ambient
- Microchannel coil
- Variable speed fans
- Oil cooler
- Variable speed compressors
- Single point unit power connection
- Circuit breaker
- 15A - 115V convenience outlet
- BACnet interface
- Hard wired bundle - all
- Architectural louvered panels
- Elastomeric isolators
- 10 year factory warranty – Whole Unit including parts, labor & refrigerant

**Product Data – Variable Frequency Drives**

**Item: C1 Qty: 2 Tag(s): TR200**

- TR200 Variable frequency drives for CHWP-1 & 2
- Factory 3 year warranty – Parts & Labor
- NEMA 3R Enclosure

**Product Data – Base Mounted Pumps**

**Item: D1 Qty: 2 Tag(s): CHWP1, CHWP2, and HWP1**

**Product Data – Control Isolation Valve at CH1, CH2 & CH3**

**Item: E1 Qty: 2 Tag(s): CV1, CV2, CV3**



## SCOPE OF SERVICE

Trane will provide material and labor to replace existing CH1, CH2 & CH3 with new  
 Trane will properly remove and dispose of existing units and refrigerant  
 Trane will provide crane for lifting & hoisting including  
 Trane will provide plywood and dunnage where the crane pulls onto the grassy area  
 Trane will provide a flatbed for removal & disposal of existing chillers  
 Trane will provide electric disconnect and reconnect  
 Trane will disconnect existing controls connections and reconnect to new chillers  
 Trane will disconnect and dispose of existing piping from the isolation butterfly valves to the new chiller  
 Trane will re-insulate and jacket new chilled water piping  
 Trane will furnish and install new control valves to isolate flow during off cycles similar to existing  
 Trane will remove existing outdoor starters for CHWP 1 & 2 and replace with VFDs (Soft-Start)  
 Trane will furnish and install (3) new base mounted pumps and dispose of existing  
 Trane will provide factory start-up of the chillers  
 Trane will provide factory start-up of the VFDs  
 Trane will start and log chillers, pumps & vfds and provide log reports  
 Trane will provide permits  
 Trane will provide a 1 year construction warranty

## Turnkey systems services not included

- New Engineering/Design (Service Direct Replacement Project)
- Reuse existing DDC controls - excludes new DDC controls upgrades

## Proposal Notes/ Clarifications

- Production for CH1 & CH2 is currently estimated at 43 weeks
- Production for CH3 is currently estimated at 52 weeks
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

## Other items to be provided by Trane and to be installed by others (unless otherwise noted)

- DDC controls
- Fire Protection/Alarm/Override

# Pricing and Acceptance

Tallahassee Community College  
ATTN FACILITIES 444 APPEYARD DRIV  
Tallahassee, FL 32304-3230 USA

Site Address:  
Pat Thomas Law Academy  
85 Academy Dr  
Havana, FL 32333  
United States

**Price**

Total Net Price.....\$797,677.00

Respectfully submitted,

Mike Cunniff  
Account Manager  
Trane U.S. Inc.  
(850) 574-1726

**ACCEPTANCE**

**This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions.**

**We value the confidence you have placed in Trane and look forward to working with you.**

Submitted By: Mike Cunniff	Cell: (850) 294-3112 Office: (850) 574-1726 Proposal Date: November 21, 2022
<b>CUSTOMER ACCEPTANCE</b> Tallahassee Community College	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane U.S. Inc..

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the

Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that

Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)

## COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Roof Restoration TPP 11, DH 6, AP 3, MLH 4 – Four Bldgs. with One Contiguous Roof

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**Item Description**

This item requests approval of the attached Roofing material and services proposal No. 25-FL-2211200 for the Roof Restoration to TPP 11, DH 6, AP 3, MLH 4 – Four Bldgs. with One Contiguous Roof.

**Overview and Background**

The four Main Campus Buildings TPP 11, DH 6, AP 3 and MLH 4 all share one contiguous Roof that needs structural improvements and requires repairs. The attached proposal no. 25-FL-2211200 in the amount of \$3,257,765.00 was received from Garland/DBS, Inc. and is recommended for all Roofing Materials and labor for the roof restoration to TPP 11, DH 6, AP 3, MLH 4 – Four Bldgs. with One Contiguous Roof.

The attached budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA # PW1925) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. (Florida General Contractor License#CGC1517248) administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

**Funding/ Financial Implications**

This project will be funded from PECO/Deferred Maintenance funds.

**Past Actions by the Board**

None

**Recommended Action**

Approve the attached proposal no. 25-FL-2211200 from Garland/DBS, Inc. as presented.



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Tallahassee Community College**  
**Building 11, 6, 4, 3**  
**444 Appleyard Dr.**  
**Tallahassee, FL 32304**

**Date Submitted: 12/14/2022**  
**Proposal #: 25-FL-2211200**  
**MICPA # PW1925**

**Florida General Contractor License #: CGC1517248**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Roof Hugger Framing System**

1. Mark the purlins on the top side of the roof.
  - a. Spacing must not exceed 5' at any point notify owner representative if this condition exists.
2. Do not remove any existing panels or clips.
3. Install roof hugger system by aligning above roof framing with the existing purlin system.
4. Press the roof hugger system down firmly and align with previously marked purlins.
5. Fasten down hugger system using TFC ¼-14 DP3 fastener or approved equal.
6. Fasteners must be attached to the purlin, connection to existing roof panel is not acceptable.
7. Fasteners should be placed in pre-punched holes.
8. Cross webbing in zone 2 and zone 3 will be required per engineer drawing.

### **R-Mer Span Panel Installation (Shop Drawing must be ordered prior to the start of work)**

1. Identify the center line for the area of work.
  - a. Work may proceed in two directions from the centerline
2. Remove all film from the panel.
3. Install eave trim cleat.
  - a. Fasten every 12" o.c.



4. Install eave trim
  - a. Fasten every 12" o.c.
  - b. Minimum 3" away from roof edge
  - c. Eave foam installed over fasteners
5. Prior to installing panel, the top end must be folded using the "pan end tool".
6. Clips on eave and ridge will be inset 8".
7. Follow clip spacing per Garland Uplift (maximum)
  - a. Zone One- 4'8" o.c
  - b. Zone Two(e)- 4'8" o.c
    - i. 2n- 3'4"
    - ii. 2r- 3'4"
  - c. Zone Three (e)- 3'4" o.c
    - i. 3(r)- 2'5"
  - d. Zone Four- 5' o.c
  - e. Zone Five- 5' o.c
8. Install clip using 2 fasteners per clip
  - a. Fasteners must be TFC ¼-14 DP3
  - b. Fasteners must be attached to roof hugger
  - c. Drill bit extenders must be used to ensure fasteners are "not" driven at an angle
9. Use 6" step over clamps to hold clips in place while fastening
  - a. Use caution not to damage panel finish with clamp
10. Before securing panel install two rows of butyl sealant over foam.
11. Panel must overhang eave edge by 1.5" to allow for thermal expansion and contraction
12. Install two rows of butyl sealant on inside of rib before installing the subsequent panel
13. Anchor centerline panel using a #30 drill bit and #44 1/8' pop rivets
14. Install subsequent panels
  - a. Panel alignment should be checked every 3 to 4 panels
15. Install gable clips 1" from roofs edge
16. Trimming the panel will likely be required to fit
17. Seam Cap will be installed
  - a. Factory applied butyl has already been installed
  - b. Ensure proper positioning before allowing solid contact
  - c. ¾" overhang is required on eave edge
  - d. Hand crimp the top, bottom, and all clip locations of seam cap
18. Install edge stiffener
  - a. Hold in place using small step over clamps
  - b. Rivet into place using Garland color match rivets
19. Ridge cap should be test fit and proper location marked on the panel rib
20. Install factory provided head closure
  - a. This detail cannot be field fabricated
  - b. Fasten into place with 1/8" pop rivets
  - c. Caulk the backside of head closure
21. Installing ridge cap
  - a. Install butyl tape over the head closure
  - b. Install ridge cleat fastening to head closure every 6" o.c.

- 22. Gable end rake edge install
  - a. Dry fit rake edge to mark location for rake edge cleat
  - b. Field modifies rake edge to ensure proper fit
  - c. Instruction will be in the FT Section of the Shop Drawings
- 23. Mechanically seam clip
  - a. Fold down 3/4" overhang with duck bill vice grip
  - b. Tap flush with rubber mallet
- 24. Install new gutter and down spouts
  - 1. Install new gutters box
  - 2. Install new downspouts
    - a. Tie into ground level plumbing where existing

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
	Professional Service - Roof Hugger Installation	\$ 247,000.00	1	each	\$ 247,000
1.40.01	Roof Management, Design Assistant and/or Professional Services: Additional Professional Services: Option 1: Professional Services (Third party architectural design, engineering or consulting services quote on corporate letterhead) Cost plus added to quote	\$ 34,580.00	1	14%	\$ 34,580
14.02.06	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	\$ 6.28	90,000	SF	\$ 565,110
14.02.09	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL WIDTH OPTION: Add for 16" - 17" Panel Width - Galvalume Coated Steel or Equal	\$ 0.67	90,000	SF	\$ 60,030
14.02.11	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 1.21	90,000	SF	\$ 108,675
14.02.33	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: Structural Application - At or Above 3:12 Slope - Installed Over Retrofit Framing System	\$ 17.84	90,000	SF	\$ 1,605,285
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 2,620,680</b>

22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	\$ 2,620,680	%	\$ 655,170
22.24	MULTIPLIER - ROOF SIZE IS GREATER THAN 100,000 SF, BUT LESS THAN 200,000 SF Multiplier is applied when Roof Size is greater than 100,000 SF, but less than 200,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across larger roof area resulting in fixed costs being a slight impact on the overall job costs	-6	\$ 2,620,680	%	\$ (157,241)
22.12	MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE Multiplier is applied when labor production is effected because the roof area is not a box- or rectangular-shaped. Situations considered to be non-standard architecture can include, but are not limited roof areas that contains sharp angles and/or curves, have multiple roof area dividers or expansion joints, long and narrow	20	\$ 2,620,680	%	\$ 524,136
	<b>Total After Multipliers</b>				<b>\$ 3,642,745</b>

**Base Bid Total Maximum Price of Line Items under the MICPA: \$ 3,642,745**

**Proposal Price Based Upon Market Experience: \$ 3,257,765**

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Burnette Roofing &amp; Construction</b>	<b>\$ 3,257,765</b>
Crawford Roofing Inc.	\$ 3,602,088
Total Quality Roofing, Inc.	\$ 3,486,112
ACME Roofing & Sheet Metal Company, Inc.	\$ 3,965,653
Jenkins Roofing	\$ 4,135,951

**Add Alternate Bid: Wall Panel Addition**

<b>Burnette Roofing &amp; Construction</b>	<b>\$ 156,459</b>
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.
9. Hurricane Demobilization cost are not included.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Joshua Perry*

Joshua Perry  
Garland/DBS, Inc.  
(216) 430-3635



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Disposal of Real Property

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**Item Description**

This item requests Board of Trustees approval for the disposal of the following Building located on TCC's Main Campus 444 Appleyard Drive, Tallahassee, FL 32304; listed as Site 1, Building number 16 on the College's Educational Plant Survey.

**Overview and Background**

Pursuant to Section 1013.28, Florida Statutes, and Section 1.4(7), State Requirements for Educational Facilities, a Board may dispose of land or real property, which is determined by resolution of the Board to be unnecessary for educational purposes, and if recommended in an Educational Plant Survey.

The attached Educational Plant Spot Survey 2.6 requests approval to dispose of Building number 16, located on TCC's Main Campus Site 1, 444 Appleyard Drive, Tallahassee, FL 32304. This building has been determined to be unnecessary and unsatisfactory for educational purposes as it is a non-educational facility. The benefits to the college from disposal of the property would exceed any potential future educational use of facility.

**Past Actions by the Board**

None.

**Funding/ Financial Implications**

None.

**Recommended Action**

Approve the disposal of real property identified as building 16 on TCC's Main Campus Site 1, located at 444 Appleyard Drive, Tallahassee, FL 32304.



January 17, 2023

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Spot Survey 2.6

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**Item Description**

This item requests the District Board of Trustees approval of Educational Plant Spot Survey 2.6.

**Overview and Background**

Pursuant to Section 1013.31 and 1013.35, Florida Statutes, and Section 3.1 State Requirements for Educational Facilities, Surveys shall be reviewed and approved by the board, and a file copy shall be submitted to the Florida Department of Education (FDOE). The attached Educational Plant Spot Survey 2.6 requests the following:

FDOE Project Priority List Project 1 – Site 1 Requested Changes:

- Approval to dispose of Building number 16, located on TCC's Main Campus Site 1, 444 Appleyard Drive, Tallahassee, FL 32304. This building has been determined to be unnecessary and unsatisfactory for educational purposes as it is a non-educational facility. The benefits to the college from disposal of the property would exceed any potential future educational use of facility. Survey Recommendation 1.011
- The addition of a control room and the replacement of (1) non-ADA compliant restroom with (2) ADA compliant restrooms to the existing building 28 Central Utility Plant, located on TCC's Main Campus Site 1, 444 Appleyard Drive, Tallahassee, FL 32304. The addition of the control room is necessary for personnel to properly control, monitor and maintain the Building Automation System (BAS)/HVAC controls. \$250,000 – Survey Recommendation 1.040
- Approval to dispose of Vacant land at 3964 Century Park Circle S, Lot 15, \$70,000 and 3964 Century Park Circle S, Lot 14, \$70,000 located on TCC's Main Campus Site 1. This land has been determined to be unnecessary and unsatisfactory for educational purposes.

- Edit existing SR 1.007 language to “Construct campus roadways and parking spaces, including hard surface, drainage structures, curb and gutters, and illumination. \$1,000,000.00

FDOE Project Priority List Project 3 – Site 6 Requested Changes:

- Add new Survey Recommendation 6.010 – Construct new underground utilities/infrastructure systems, including power, communications, and domestic water. \$500,000.00
- Add new Survey Recommendation 6.011 – Construction campus roadways and parking spaces, including hard surface, drainage structures, curb and gutter, and illumination. \$1,000,000.00

**Past Actions by the Board**

None.

**Funding/ Financial Implications**

Cost for building 28 upgrades will be provided through PECO/Deferred Maintenance funds. No costs will be incurred from the disposal of College properties.

**Recommended Action**

Approve the attached Educational Plant Spot Survey 2.6.

# SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT

**College:** TALLAHASSEE COMMUNITY COLLEGE

**Survey:** Number 2 - Version 6

**Survey Status:** Active Pending

FOR DOE USE ONLY

Approved by:

\_\_\_\_\_

Date: \_\_\_\_\_



**SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT**

**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Survey : 2 Version : 6

**Status:**

Active Pending

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# Section 1: Survey Details

# SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT

**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Survey : 2 Version : 6

**Status:**

Active Pending



444 Appleyard Drive  
Tallahassee, Florida 32304-2895  
850.2016200 [www.tcc.fl.edu](http://www.tcc.fl.edu)

January 17, 2023

## MEMORANDUM

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Spot Survey 2.6

### Item Description

This item requests the District Board of Trustees approval of Educational Plant Spot Survey 2.6.

### Overview and Background

Pursuant to Section 1013.31 and 1013.35, Florida Statutes, and Section 3.1 State Requirements for Educational Facilities, Surveys shall be reviewed and approved by the board, and a file copy shall be submitted to the Department of Education. The attached Educational Plant Spot Survey 2.6 requests the following:

#### PPL Project 1 – Site 1 Requested Changes:

- Approval to dispose of Building number 16, located on TCC's Main Campus Site 1, 444 Appleyard Drive, Tallahassee, FL 32304. This building has been determined to be unnecessary and unsatisfactory for educational purposes as it is a non-educational facility. The benefits to the college from disposal of the property would exceed any potential future educational use of facility.
- The addition of a control room and the replacement of (1) non-ADA compliant restroom with (2) ADA compliant restrooms to the existing building 28 Central Utility Plant, located on TCC's Main Campus Site 1, 444 Appleyard Drive, Tallahassee, FL 32304. The addition of the control room is necessary for personnel to properly control, monitor and maintain the Building Automation System (BAS)/HVAC controls. \$250,000
- Approval to dispose of Vacant land at 3964 Century Park Circle S, Lot 15, \$70,000 and 3964 Century Park Circle S, Lot 14, \$70,000 located on TCC's Main Campus Site 1. This land has been determined to be unnecessary and unsatisfactory for educational purposes.

# SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT

**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Survey : 2 Version : 6

**Status:**

Active Pending

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- Edit existing SR 1.007 language to "Construct campus roadways and parking spaces, including hard surface, drainage structures, curb and gutters, and illumination. \$1,000,000.00

**PPL Project 3 – Site 6 Requested Changes:**

- Add new SR 6.010 – Construct new underground utilities/infrastructure systems, including power, communications, and domestic water. \$500,000.00
- Add new SR 6.011 – Construction campus roadways and parking spaces, including hard surface, drainage structures, curb and gutter, and illumination. \$1,000,000.00

**Funding/ Financial Implications**

Cost for building 28 upgrades will be provided through PECO/Deferred Maintenance funds. No costs will be incurred from the disposal of College properties.

**Past Actions by the Board**

NONE

**Recommended Action**

Approve the attached Educational Plant Spot Survey 2.6.

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# SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT

**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Survey : 2 Version : 6

**Status:**Active Pending

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**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Number 2 - Version 6

**Description:**

SPOT Survey 2.6: Site 1, Main Campus

**Survey Open Date:**

12/15/2022

**Board Approval Date:****Survey Expiration Date:**

6/30/2023

**DVE768 Approval Date:**

7/6/2010

**Contact Name:**Jenny Shuler, Facilities Administrator [Jenny.Shuler@tcc.fl.edu](mailto:Jenny.Shuler@tcc.fl.edu)  
Donn Herr, Director of Facilities [Don.Herr@tcc.fl.edu](mailto:Don.Herr@tcc.fl.edu)**Contact Phone Number:**

850.201.8015

<b>Survey Status</b>	<b>Status Time</b>	<b>User</b>
Active Pending	12/15/2022	Anne Nyman
Active Approved		Violet Brown

# SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT

**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Survey : 2 Version : 6

**Status:**

Active Pending

## Section 2: Survey Cost Summary

### RECOMMENDATIONS FOR EDUCATIONAL PLANTS

#### TALLAHASSEE COMMUNITY COLLEGE

**Survey : 2 Version : 6**

**Date : 12/15/2022**

The educational plant survey is a systematic study of present educational and ancillary plants and the determination of future needs. The survey is not directly concerned with the instructional program but the relationship of educational plants to the instructional program is such that judgments regarding the instructional program are necessarily a part of an educational plant survey.

The construction, remodeling, and renovation of educational facilities is a major undertaking. The educational plant survey aids in formulating plans for housing the educational activities of students and staff of the community college for the next several years and the survey considers the local comprehensive plan in its forecast strategies. This plan represents a careful study of all available data regarding the status of educational and ancillary facilities in relation to capital outlay full-time equivalency (COFTE) student membership and the projected changes in COFTE student membership. The intent of this educational plant survey is to ensure the thoughtful, orderly development of a program for providing educational and ancillary plants to house the educational and academic support activities of the college.

The recommendations in this educational plant survey furnish the foundation for a five-year plan for educational plants adopted by the Board of Trustees in accordance with §1013.31, Florida Statutes. Similarly, the recommendations serve as the basis for the proposed building program with projects listed in the order of priority submitted pursuant to State Requirements for Educational Facilities §2.1(5).

Educational plant survey cost estimates are determined based on cost factors that are 31 months (January, the midway point of the five-year survey period) from the official beginning of the survey period, which is July 1 of the first full year of the survey. The cost per square foot for new construction, remodeling, and renovation is based on actual statewide average construction cost data with a cost index increase applied to use the mid-point of the survey costs for planning purposes. The cost estimate process applies uniformly to all surveys in all colleges so that consistent planning can be made on a statewide basis.

Cost estimates for educational plant survey recommendations provide a general idea of anticipated costs and should not be interpreted as accurate estimates for particular projects. When educational plant survey recommendations become specific projects, professionals who can estimate the actual project costs based on current construction information must prepare the estimates.

The following table is a summary of square foot rates and cost estimates for the community college educational plant survey recommendations:

Recommendation Category	Cost per Square Foot	Estimated Cost
New Construction		
Remodeling		
Renovation		
Site Recommendations		\$2,750,002.00
Estimated Total Survey Recommendation Cost		\$2,750,002.00

In addition, the educational plant survey provides six standard recommendations for college-wide application, as needed. The standard survey recommendations address general categories of physical plant needs that are likely to occur over time. No cost estimates are included for the standard survey recommendations.

# SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT

**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Survey : 2 Version : 6

**Status:**

Active Pending

## Section 3: Recommendation Details

### COMMUNITY COLLEGE RECOMMENDATION DETAIL REPORT

Site Name: Site 1, Mian Campus, Tallahassee

#### SITE RECOMMENDATIONS

NUMBER	DESCRIPTION	ESTIMATED COST
SR 1.011	Update existing SR 1.011 language to include the below: Recommendation to dispose of Building number 16;	\$1
	Recommendation to dispose of Vacant land at 3964 Century Park Circle S, Lot 15, and 3964 Century Park Circle S, Lot 14.	\$1
SR 1.040	Addition of control room and the replacement of (1) non-ADA compliant restroom with (2) ADA compliant restrooms to existing Building 28, Central Utility Plant.	\$250,000
SR 1.007	Update existing SR 1.007 language to: Construct campus roadways and parking spaces, including hard surface, drainage structures, curb and gutters, and illumination.	\$1,000,000
SR 6.010	Construct new underground utilities/infrastructure systems, including power, communications, and domestic water.	\$500,000
SR 6.011	Construction of campus roadways and parking spaces, including hard surface, drainage structures, curb and gutter, and illumination.	\$1,000,000
Site 1 Total :		<u>\$2,750,002.00</u>

# SUPPLEMENTAL EDUCATIONAL PLANT SURVEY REPORT

**College:**

TALLAHASSEE COMMUNITY COLLEGE

**Survey:**

Survey : 2 Version : 6

**Status:**

Active Pending

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Notes:

The Florida Department of Education, Office of Educational Facilities received Supplemental (SPOT) Survey 2.6 at a time and date when the functionality of the Educational Facilities Information System (EFIS) was not effectively working for Supplemental Surveys. When the EFIS application works effectively, SPOT Survey 2.6 will be input accordingly.

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Anne L. Nyman

Educational Consultant

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Violet Brown

Senior Educational Program Director

